

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N40085-10-R-5314-0012	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 02-Jun-2011	PAGE OF PAGES 1 OF 79
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO. N40085-11-C-4026	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY NAVFAC MID ATLANTIC NORTH CAROLINA IPT 6506 HAMPTON BLVD NORFOLK VA 23508-1212	CODE N40085	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  See Item 7
TE: (b) (6)	FAX:	TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME (b) (6)	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (b) (6)
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### SOLICITATION

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

P-136 BACHELOR ENLISTED QUARTERS, MCA S CHERRY POINT, NORTH CAROLINA

RECEIPT OF PROPOSALS ARE DUE 30 SEPTEMBER 2010 @ 2:00 PM TO (b) (6) 6506 HAMPTON BOULEVARD, NORFOLK, VA 23508.  
PRIOR APPROVAL MUST BE REQUESTED FOR HAND-DELIVERIES VIA EMAIL NO LATER THAN 2:00 PM 28 SEPTEMBER 2010.

THIS IS A NORTH CAROLINA 8(A) BUSINESS SET-ASIDE

THIS IS A BEST VALUE TRADE-OFF SELECTION PROCESS.

DAVIS BACON GENERAL DECISION NUMBER NC100055 03/12/2010 (NC55), DATED 03/12/2010.

ALL PROPOSAL INQUIRIES MUST BE SUBMITTED VIA EMAIL TO (b) (6)@navy.mil NO LATER THAN 10 DAYS BEFORE THE PROPOSAL DUE DATE

11. The Contractor shall begin performance within 10 calendar days and complete it within 751 calendar days after receiving ☒ award, ☐ notice to proceed. This performance period is ☐ mandatory, ☐ negotiable. (See \_\_\_\_\_.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS  10
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### 13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 5 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 30 Sep 2010 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☒ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**SOLICITATION, OFFER, AND AWARD (Continued)***(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)****14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)**KISAO-RQ 8A 2 JV  
3207 GREY HAWK CT STE 190  
CARLSBAD CA 92010-6672**15. TELEPHONE NO. (Include area code)****16. REMITTANCE ADDRESS (Include only if different than Item 14)**

See Item 14

CODE  
653M4

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  
OFFER (Type or print)

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)****21. ITEMS ACCEPTED:****SEE SCHEDULE****22. AMOUNT**

\$37,963,850.00

**23. ACCOUNTING AND APPROPRIATION DATA**

See Schedule

**24. SUBMIT INVOICES TO ADDRESS SHOWN IN***(4 copies unless otherwise specified)*

ITEM

**25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO**☐ 10 U.S.C. 2304(c)☐ 41 U.S.C. 253(c)**26. ADMINISTERED BY**

CODE

N40085

**27. PAYMENT WILL BE MADE BY:**

CODE

N68732

NAVFAC MID ATLANTIC  
RONCC CHERRY POINT  
BLDG 163 CURTIS ROAD  
PSC BOX 8006  
CHERRY POINT NC 28533-0006DEFENSE FINANCE AND ACCOUNTING SERVICE -  
P O BOX 998022  
CLEVELAND OH 44199**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**☐ **28. NEGOTIATED AGREEMENT** (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)

Contractor agrees to furnish and deliver all items or perform all work, requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ **29. AWARD** (Contractor is not required to sign this document.)

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

FOR PERSON AUTHORIZED

Managing Member

30C. DATE

03 June 2011

CONTRACTING OFFICER (Type or print)

Supv. Contract Specialist

navy.mil

31C. AWARD DATE

02-Jun-2011

ACK (REV. 4-85)

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<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>				
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7. ISSUED BY CODE N40085  NAVFAC MID ATLANTIC NORTH CAROLINA IPT 6506 HAMPTON BLVD NORFOLK VA 23508-1212  TEL: (b) (6) FAX:		8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>  TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME (b) (6)	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (b) (6)		
<b>SOLICITATION</b>				
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i>  P-136 BACHELOR ENLISTED QUARTERS, MCAS CHERRY POINT, NORTH CAROLINA  RECEIPT OF PROPOSALS ARE DUE 30 SEPTEMBER 2010 @ 2:00 PM TO (b) (6) 6506 HAMPTON BOULEVARD, NORFOLK, VA 23508. PRIOR APPROVAL MUST BE REQUESTED FOR HAND-DELIVERIES VIA EMAIL NO LATER THAN 2:00 PM 28 SEPTEMBER 2010.  THIS IS A NORTH CAROLINA 8(A) BUSINESS SET-ASIDE.  THIS IS A BEST VALUE TRADE-OFF SELECTION PROCESS.  DAVIS BACON GENERAL DECISION NUMBER NC100055 03/12/2010 (NC55), DATED 03/12/2010.  ALL PROPOSAL INQUIRIES MUST BE SUMITTED VIA EMAIL TO (b) (6) @navy.mil NO LATER THAN 10 DAYS BEFORE THE PROPOSAL DUE DATE.				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>751</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____ .)				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS  10	
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3207 GREY HAWK CT STE 190  
CARLSBAD CA 92010-667215. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**CODE  
653M4

FACILITY CODE

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AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

**SEE SCHEDULE**

22. AMOUNT

**\$37,963,850.00**

23. ACCOUNTING AND APPROPRIATION DATA

**See Schedule**

24. SUBMIT INVOICES TO ADDRESS SHOWN IN

*(4 copies unless otherwise specified)***ITEM**

N40085

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

NAVFAC M D ATLANTIC  
ROICC CHERRY POINT  
BLDG 163 CURTIS ROAD  
PSC BOX 8006  
CHERRY POINT NC 28533-0006

27. PAYMENT WILL BE MADE BY:

CODE

N68732

DEFENSE FINANCE AND ACCOUNT NG SERVICE -  
P O BOX 998022  
CLEVELAND OH 44199**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE****28. NEGOTIATED AGREEMENT***(Contractor is required to sign this**document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees

to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

**29. AWARD***(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED  
TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER

*(Type or print)*

(b) (6) / Supv. Contract Specialist

30B. SIGNATURE

30C. DATE

TEL:

EMAIL: (b) (6) navy.mil

**(b) (6)**31C. AWARD DATE  
02-Jun-2011

## Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		37,498,850	Dollars, U.S.	\$1.00	\$37,498,850.00

**BASE BID****FFP**

Price for entire work, complete and usable in accordance with the drawings and specifications, but excluding work described in CLIN 0002 and 0003 for P 136 BEQ MCAS, Cherry Point, NC for Base Bid (shown below) in accordance with NAVFAC specification and Amendments 0001 - 0012 and Request for Proposal posted 30 August 2010, incorporated by reference. The proposal Kisaq-Rq JV for this project is incorporated herein by reference.

CONTRACT COMPLETION DATE: 7 July 2013

**LIQUIDATED DAMAGES:**

\$ 18,931.93 per calendar day of delay past the completion time.

Items accepted: CLIN 0001, 0002, and 0003, Amendments 0001 through 0012.

CLIN 0001 \$37,498,850

CLIN 0002 \$ 465,000

CLIN 0003 \$ 3,025,512

Total \$40,989,362

The Government reserves the unilateral right to exercise the option within 365 calendar days from award.

This contract is subject to the Davis Bacon Act, General Decision No. NC100055 dated 03/12/2010.

Award is based on CLINS 0001 and 0002

Payments under this contract are subject to the 7 calendar day constructive acceptance period.

Invoices shall be submitted through WAWF

FOB: Destination

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NET AMT

\$37,498,850.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FUND ACRN AA FFP Funding Doc. No.: N0002511AL58034 CUSTOMER ACRN FOB: Destination MILSTRIP: N0002511AL58034				\$0.00
				NET AMT	\$0.00
ACRN AA					\$37,498,850.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		465,000	Dollars, U.S.	\$1.00	\$465,000.00

## BETTERMENTS

FFP

GOVERNMENT ACCEPTED BETTERMENTS AT CONTRACTOR'S  
PROPOSED PRICES

1. Recessed windows w/ (2) single-hung windows and (1) fixed transom window for additional day lighting - (b) (4)
2. Design features (2) desk alcoves w/ upper area for individual video equipment and central location for shared drawer unit below window sill - (b) (4)
3. Combined administrative / laundry and multi-purpose spaces for both BEQs - No Cost
4. 6' - 0" w minimum corridor width - \$(b) (4)
5. Poured-in-place concrete bleacher seating (3 level seating approx. 100 / BEQ) - \$(b) (4)
6. Approx. 2,300 sf covered outdoor classroom / assembly area provided in courtyard - (b) (4)
7. Oversized glazing in duty areas, kitchen, and media area (10' h) - \$(b) (4)
8. Translucent insulated glazing in volume area, media area, reception, display, and kitchen - \$(b) (4)
9. 12'h ceiling in laundry room - (b) (4)
10. Mid BEQ wing 1st floor vestibules for convenient courtyard access - (b) (4)
11. Multiple windows for natural light into all stairs - (b) (4)
12. Precast Stone Window Sills - (b) (4)
13. 12' dia "big ass fans" provided in volume ceiling areas of multi-purpose - \$(b) (4)
14. Enhanced concrete pedestrian nodes - \$(b) (4)
15. Large enhanced concrete assembly area at main entry plaza - \$(b) (4)
16. Enhanced concrete pedestrian feeder walks in parking areas w/ landscape islands - \$(b) (4)
17. All parking spaces designed w/ permeable pavement - (b) (4)
18. North and South fire access lanes designed w/ 6'w concrete walks and 14'w geogrid - (b) (4)

Total Accepted Betterments - \$465,000

FOB: Destination

NET AMT

\$465,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	FUND ACRN AA FFP Funding Doc. No.: N0002511AL58034 CUSTOMER ACRN FOB: Destination MILSTRIP: N0002511AL58034				\$0.00
NET AMT					\$0.00
ACRN AA					\$465,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		3,025,512	Dollars, U.S.	\$1.00	\$3,025,512.00
OPTION	PLANNED MODIFICATION FFP FF&E, Furniture, Fixtures and Equipment/Collateral Equipment Total FF&E Budget amount is \$2,881,440.00 Handling and Administrative Rate (HAR) _5_% _144,072_ Total Amount for FF&E (FF&E budget + HAR) _\$3,025,512_ FOB: Destination				
NET AMT					\$3,025,512.00

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
000201	N/A	N/A	N/A	Government



0003	N/A	N/A	N/A	Government
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**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	07-JUL-2013	37,498,850	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A
0002	07-JUL-2013	465,000	N/A FOB: Destination	
000201	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A

**AMENDMENT 0001****NCIPT RFI #1**

Is everything that is needed to submit proposals available at the NECO website?

**RESPONSE:** Yes

**NCIPT RFI #2**

Have any plans been completed by a Consultant?

**RESPONSE:** No

**NCIPT RFI # 3**

Is this job for prequalified contractors only?

**RESPONSE:** This is for general contractors who meet the specifications stated in the solicitation

**NCIPT RFI # 4**

What will the Phase 2 proposals consist of?

**REPSONSE:** Please see Evaluation Factors for Award in the solicitation

**NCIPT RFI # 5**

As stated in the RFP, two or more projects must be \$25m or more. At this size would this not exceed the small business size standard?

**RESPONSE:** The small business size standard is 33.5 million dollars averaged over a 3 year period for revenue and not sales.

**NCIPT RFI # 6**

How can any North Carolina 8a perform with these stipulations?

**RESPONSE:** Based on the size standard, the 8a should be able to perform.

**NCIPT RFI # 7**

Is this a mentor protégé type solicitation?

**RESPONSE:** No

**NCIPT RFI # 8**

Can you explain how we can separate the requirements of the construction firm and design team?

**RESPONSE:** The construction firm and the design team have different submittal requirements.

**NCIPT RFI # 9**

There appear to be some inconsistencies on team member submittal requirements for projects in sub-factors 1a, 1b, and 1c, can you explain?

**RESPONSE:** The construction firm alone, the design team alone and the construction firm & design team together have different submittal requirements.

**AMENDMENT 0002**

On page 47

**REPLACE**

**FACTOR 1 – CORPORATE EXPERIENCE:**

**Subfactor 1a – Construction Firm:**

(1) Solicitation Submittal Requirements:

(a) Submit a minimum of two and a maximum of five projects similar in size, scope, and complexity to the construction of the project requirements of the RFP. If the Offeror is a Joint Venture, the minimum and maximum projects stated above, per joint venture partner, shall be submitted. Teaming arrangement is considered prime and sub, therefore only the Prime's Corporate Experience will be evaluated. Projects are limited to those completed in the last five years (30 September 2005 - 30 September 2010). Project description for each project shall explain the detailed scope of work performed and the relevancy to the project requirements of this RFP. Include in each project description any official LEED Certifications received from the U.S. Green Building Council (USGBA), if any.

Definition of a "Relevant Project" for this factor includes: Types of buildings and facilities intended for this construction contract include bachelor enlisted quarters, apartment buildings and dorms. Each project submitted for evaluation shall be \$25 million or more in dollar value.

**WITH:**

**FACTOR 1 – CORPORATE EXPERIENCE:**

**Subfactor 1a – Construction Firm:**

(1) Solicitation Submittal Requirements:

(a) Submit a minimum of two and a maximum of five projects similar in size, scope, and complexity to the construction of the project requirements of the RFP. If the Offeror is a Joint Venture, the minimum and maximum projects stated above, per joint venture partner, shall be submitted. Teaming arrangement is considered prime and sub, therefore only the Prime's Corporate Experience will be evaluated. Projects are limited to those completed in the last five years (30 September 2005 - 30 September 2010). Project description for each project shall explain the detailed scope of work performed and the relevancy to the project requirements of this RFP. Include in each project description any official LEED Certifications received from the U.S. Green Building Council (USGBA), if any.

Definition of a "Relevant Project" for this factor includes: Types of buildings and facilities intended for this construction contract include bachelor enlisted quarters, apartment buildings and dorms. Each project submitted for evaluation shall be \$10 million or more in dollar value.

**NCIPT RFI #1**

Under Factor 1 Corporate Experience, the definition of a relevant project states "Each project submitted for evaluation shall be \$25 million or more in dollar value". We request that the experience criteria be lowered to \$10 million or more in dollar value for each BEQ. This would allow for comparable BEQ size experience to be showcased and promote a wider range of competition for the government within the 8a arena.

**RESPONSE:** Please see change in corporate experience

**NCIPT RFI #2**

Under Factor 1 Corporate Experience, it states "If the Offeror is a Joint Venture, the minimum and maximum projects stated above, per joint venture partner, shall be submitted." We are submitting under an 8a Mentor Protege Joint Venture. Under Fed Reg 13CFR124.520, the purpose of the mentor protege is to enhance the capabilities of the protege and to improve its ability to successfully compete for contracts (e.g., use of mentor's qualifications in pursuit of prime contract with the joint venture as the prime contractor and the mentor as a participating member in the joint venture) therefore all representations are of the Joint Venture Members. Since the goal of the Mentor Protégé program is to grow the capabilities

of the Protégé, please confirm that it is acceptable to provide experience under the joint venture regardless of individual firm experience. Based upon this, will a SBA approved Mentor Protégé Joint Venture be rated lower or non-responsive if the Protégé does not have relevant experience?

**RESPONSE:** Experience under the joint venture regardless of individual firm experience is acceptable. No, a protégé that does not have relevant experience will not be rated lower or non-responsive.

### **NCIPT RFI #3**

Under factor 1 Corporate Experience, it states that "Projects are limited to those completed in the last five years". Will substantially completed (50% or 80% defined) projects be accepted?

**RESPONSE:** No

### AMENDMENT 0003

#### **NCIPT RFI #1**

Under Factor 1 Corporate Experience, the definition of a relevant project states "Each project submitted for evaluation shall be \$10 million or more in dollar value". We request that the experience criteria be lowered to \$5 million or more in dollar value for each BEQ. This would allow for comparable BEQ size experience to be showcased and promote an even wider range of competition for the government within the North Carolina 8a arena.

**RESPONSE:** No, each project submitted for evaluation shall be \$10 million or more in dollar value

#### **NCIPT RFI #2**

In regards to Factor 2 of the RFP, the requirement to submit past performance evaluations from the client; In lieu of having the provided evaluation completed, would it be acceptable to submit similar, previously completed evaluations?

**RESPONSE:** Yes, but PPQ's must come directly from the client

#### **NCIPT RFI #3**

Can previous PPQ's be submitted in lieu of new ones?

**RESPONSE:** Yes, but PPQ's must come directly from the client

#### **NCIPT RFI #3**

Are PPQ's required for projects submitted in Sub Factor 1c Construction Firm and Design Team Experience?

**RESPONSE:** Please read Factor 2 - Past Performance

### AMENDMENT 0004

**MODIFY THE FOLLOWING SECTION OF THE SOLICITATION AS FOLLOWS:**

(C) The Construction Cost Limitation (CCL) is as follows:

**FROM:**

- (3) *Each betterment will be reviewed to ensure it does not conflict with the requirements of the solicitation or site limitations, is within the scope of the project (DD 1391) and that it increases value of the final product. All acceptable betterments will be evaluated based on their overall best value to the Government. Acceptance or rejection of offeror's proposed betterments is at the sole discretion of the government.*

**TO:**

- (3) *Each betterment will be reviewed to ensure it does not conflict with the requirements of the solicitation or site limitations, is within the scope of the project (DD 1391) and that it increases value of the final product. All acceptable betterments will be evaluated based on their overall best value to the Government. Acceptance or rejection of offeror's proposed betterments is at the sole discretion of the government.* A betterment that provides maintenance to equipment or facilities will not be accepted.

**MODIFY THE FOLLOWING SECTION OF THE SOLICITATION AS FOLLOWS:****Subfactor 4b, Betterments****FROM:**

Offerors shall identify betterments that have been provided within their proposal while still remaining within the stated budget. Each betterment will be evaluated to ensure it does not conflict with the requirements of the solicitation or site limitations, is within the scope of the project (DD 1391) and that it increases value of the final product. Acceptance of all, some or none of offeror's proposed betterments is at the sole discretion of the government.

**TO:**

Offerors shall identify betterments that have been provided within their proposal while still remaining within the stated budget. Each betterment will be evaluated to ensure it does not conflict with the requirements of the solicitation or site limitations, is within the scope of the project (DD 1391) and that it increases value of the final product. Acceptance of all, some or none of offeror's proposed betterments is at the sole discretion of the government. A betterment that provides maintenance to equipment or facilities will not be accepted.

Can CCASS evaluations be submitted in lieu of Past Performance Questionnaires for the subject solicitation? If so, do they have to be submitted directly by the client or can they be submitted within the proposal?

**RESPONSE:** Yes, CCASS evaluations can be submitted in lieu of Past Performance Questionnaires. They can be submitted directly by the client or submitted within the proposal.

## **NCIPT RFI #2**

As our proposal/bid is greatly dependent on the total square footage of each building, I would greatly appreciate it if you could let me know when this information becomes available.

**RESPONSE:** The total square footage of each BEQ is 59,933.

## AMENDMENT 0008

### **3.0 SITE ANALYSIS**

**Revise the following section, located in Part 3 – Chapter 3:**

#### **3.2.2 Vehicular Access & Circulation**

See UFC 3-200-10N, *Civil Engineering* and UFC 4-721-10, *Navy and Marine Corps Bachelor Housing*, and ESR D4090 Other Fire Protection Systems for requirements and guidance.

Design access streets, driveways, and parking areas to accommodate service vehicles and fire protection equipment.

Widen 4<sup>th</sup> Avenue from D Street to E Street in order to accommodate a center turn lane.

Remove all existing driveway access to D Street between 4<sup>th</sup> and 5<sup>th</sup> Avenues. Provide a new driveway access from 5<sup>th</sup> Avenue to serve the existing parking lot for Building 4470. The new entrance drive shall connect to 5<sup>th</sup> Avenue directly across from the existing drive serving Building 164.

**Revise the following section, located in Part 3 – Chapter 3:**

#### **3.2.4 Pedestrian Access & Circulation**

Provide new concrete sidewalks and connect to any existing sidewalks to provide a complete exterior circulation system for access to the new BEQ buildings, recreation areas, and parking lot(s). Provide walkways and sidewalks in accordance with UFC 4-721-10, *Navy and Marine Corps Bachelor Housing*. Concrete benches and shade canopies shall be provided along walkways as appropriate.

Sidewalks shall be included along the entire frontage of E Street and along the east side of 4<sup>th</sup> Avenue from C Street to E Street. The existing D Street roadway improvements shall be removed and replaced with a pedestrian corridor similar to the sidewalk area on the southwest side of 4<sup>th</sup> Avenue directly across from D Street.

The mall shall extend from the northeast corner of the site (at old D Street) and cut across the existing field and connect to 5th Avenue (see attached sketch).

The mall sidewalk shall be designed to accommodate use of emergency vehicles.

As needed, include pedestrian crosswalk markings and signs for all road crossings. Crosswalk markings shall follow the standard MCAS Cherry Point ladder design. AutoCAD files of the Crosswalk markings will be provided to the Contractor if requested after award of the contract.

#### **PART 4: PERFORMANCE TECHNICAL SPECIFICATIONS**

##### **Add the following paragraph to Part 4 – Section A10:**

###### **A103001 STANDARD SLAB-ON-GRADE**

If allowed by site conditions and recommended by the Contractor-provided Geotechnical Engineer, provide standard concrete slab-on-grade to meet the loading requirements of this section and other portions of this RFP.

Floor slab-on-grade shall be designed and constructed in accordance with EM 1110-1-1904 Settlement Analysis, so that any settlement of the floor slab shall not result in harmful distortion of the floor, nor vertical misalignment of the floor with other building components (such as doorways and trenches), building utilities, or with pile-supported building elements. If these above conditions cannot be met, provide a pile-supported slab.

##### **Add the following paragraph to Part 4 – Section A10:**

###### **A103001 1.1 SLAB-ON-GRADE WHERE RESINOUS TERRAZZO FLOOR FINISH IS SCHEDULED**

The concrete slab-on-grade used under resinous terrazzo floor finishes shall meet the loading requirements of this section and other portions of this RFP. In addition to meeting the terrazzo manufacturer's recommendations for slabs-on-grade, the slabs shall also meet the following minimum requirements:

1. The concrete bed fill must be compacted.
2. The concrete shall be a high-strength, low-porosity mix with a maximum water to cement ratio of 0.45, with 4-inch maximum slump, without water reducers.
3. Vapor barrier shall have a minimum ten-mil thickness, be puncture-resistant, properly-flashed, terminated, and installed directly under the concrete slab.
4. The slab shall be wet-cured for seven days and allowed to cure for twenty-eight days or longer at seventy degrees Fahrenheit for maximum surface strength and low-permeability.
5. The slab surface shall be tested and finished in accordance with the terrazzo manufacturer's recommendations.

##### **Revise the following paragraph, located in Part 4 – Section C30:**

###### **C302002 1.2 RESINOUS TERRAZZO**

The resinous terrazzo flooring shall be an epoxy terrazzo. All terrazzo, auxiliary products, materials, and application techniques used must be approved by National Terrazzo and Mosaic Association (NTMA) and

the epoxy terrazzo manufacturer, whichever is more stringent, prior to use. These requirements shall include, but are not limited to the following:

**Epoxy Terrazzo Minimum Requirements:**

1. The contractor shall be a member of NTMA and shall have a minimum of five years application experience and have completed a minimum five successful installations over the past five years of similar scope and complexity, and minimum of seventy-five percent of the square footage.
2. No products shall contain Volatile Organic Compounds or formaldehydes.
3. Thickness: 3/8" cast in place.
4. Hardness: 60-85 per ASTM D-2240.
5. Tensile Strength: 3,000 psi minimum per ASTM D-638.
6. Compressive Strength: 10,000 psi minimum per ASTM D-695.
7. Chemical Resistance: No deleterious effects per ASTM D-1308.
8. Divider strips / control joints in the terrazzo shall be aluminum or brass and shall occur directly above control joints in the subfloor and be a minimum of 18-gauge and L-shaped.
9. A flexible, elastomeric crack suppression membrane shall be installed over all cracks in the subfloor.
10. Levelness of the slab shall be less than 0.25-inch flatness variation over ten foot span.
11. The concrete surface shall use shot-blasting only. No alternate method shall be used.
12. The concrete slab shall be tested for moisture transmission using ASTM 2170 Probe Test.
13. Provide five colors for various patterns and accents throughout the flooring area.
14. Marble chips shall not exceed #1 size.
15. Provide a minimum of three 6" x 6" samples for each color and type of terrazzo for review prior to purchase, and two 6" lengths of each type and kind of divider strip.
16. Use post-industrial recycled glass, marble, or granite terrazzo chips.
17. When completed, the terrazzo shall show a minimum of 70% decorative aggregate chips on the surface. The finished floor shall be rinsed clean, allowed to dry, and a non-yellowing, slip-resistant, durable sealer shall be applied.

AMENDMENT 0009

**Clarifications:**

1. Installation of the pedestrian mall involves removal of all existing roadway and sidewalk improvements in D Street from 4th Avenue to 5th Avenue. Underground utilities and overhead utilities not in conflict with the pedestrian mall may remain in the D Street corridor.
2. Revise 4th Avenue widening to include C Street to E Street. Transition the width of 4th Avenue back to two lanes on the northwest side of E Street.
3. Remove all requirements for providing interior Light-Emitting Diode light fixtures from the RFP. Example locations of the requirement can be found in "2.0 Project Objectives: 2.3.1 Sustainable Design, third paragraph", as well as "5.0 Room Requirements: Double-Occupancy Unit, and Handicap-Accessible Unit".
4. Remove all requirements for providing photovoltaic-covered walkways from the RFP. An example location of the requirement can be found in "1.0 Project Description: eleventh paragraph".
5. Remove all requirements for providing photovoltaic-covered carports from the RFP. An example location of the requirement can be found in "1.0 Project Description: eleventh paragraph".
6. Replace the "P-136 Design Guidance" document with the attached revised copy.



7. Remove Specification Section 26 31 00.00 22.

8. Add Drawings E-4, E-6, E-7, and E-8.

9. PART THREE - PROJECT PROGRAM, SECTION 6 - ENGINEERING SYSTEM REQUIREMENTS (ESRs), G40 SITE ELECTRICAL UTILITIES, G4010 ELECTRICAL DISTRIBUTION: Replace first paragraph with: "Replace sectionalizing Station 'A' (Reference Drawings E-6 and E-7 in Part 6 Attachments for details of station). Disconnect fiber optic enclosure from Station 'A' SEL 2032 communication processor (Reference Drawing E-8 in Part 6 Attachments for details of enclosure). Replace with a new SEL 2032 communication processor. Connect new communication processor to the fiber optic enclosure for Station 'A'. Replace E-A White circuit with 2(3P500N4/0). Replace E-A Black circuit with 2(3P500N4/0). Replace Feeders A-1, A-2, A-3, and A-4 with 3P2/0N2 (reference Drawings E-2, E-4, and UFGS 26 11 13.00 20 in Part 6 Attachments)."

10. Remove all requirements for providing interior Light-Emitting Diode light fixtures from the RFP. Example locations of the requirement can be found in "2.0 Project Objectives: 2.3.1 Sustainable Design, third paragraph", as well as "5.0 Room Requirements: Double-Occupancy Unit, and Handicap-Accessible Unit".

11. Remove all requirements for providing photovoltaic-covered walkways from the RFP. An example location of the requirement can be found in "1.0 Project Description: eleventh paragraph".

12. Remove all requirements for providing photovoltaic-covered carports from the RFP. An example location of the requirement can be found in "1.0 Project Description: eleventh paragraph".

13. Replace the "P-136 Design Guidance" document with the attached revised copy.

14. Remove Specification Section 26 31 00.00 22.

15. Add Drawings E-4, E-6, E-7, and E-8.

16. PART THREE - PROJECT PROGRAM, SECTION 6 - ENGINEERING SYSTEM REQUIREMENTS (ESRs), G40 SITE ELECTRICAL UTILITIES, G4010 ELECTRICAL DISTRIBUTION: Replace first paragraph with: "Replace sectionalizing Station 'A' (Reference Drawings E-6 and E-7 in Part 6 Attachments for details of station). Disconnect fiber optic enclosure from Station 'A' SEL 2032 communication processor (Reference Drawing E-8 in Part 6 Attachments for details of enclosure). Replace with a new SEL 2032 communication processor. Connect new communication processor to the fiber optic enclosure for Station 'A'. Replace E-A White circuit with 2(3P500N4/0). Replace E-A Black circuit with 2(3P500N4/0). Replace Feeders A-1, A-2, A-3, and A-4 with 3P2/0N2 (reference Drawings E-2, E-4, and UFGS 26 11 13.00 20 in Part 6

**RFI #1**

Question: Section 3.2.3 of Part 3 states to provide parking spaces for 70% of the resident capacity. It also states to provide parking as required for staff members. Does this mean to provide parking in addition to the 70% capacity number?

Response: Provide an additional five to ten spaces for staff.

**RFI #2**

Question: Section 3.2.3 of Part 3 states to provide handicap parking. Should standard ADA handicap parking ratios be used to determine the quantity of spaces, or are less needed due to the occupants.

Response: Use standard ABAAS ratios.

**RFI #3**

Question: Several portions of the RFP make reference to the project limits. They are described generally in Section 3.1 of Part 3 but not indicated on a drawing. Will actual limits be defined on a drawing?

Response: No, use existing description as basic site. Project also includes off-site roadway, sidewalk, and utility work.

**RFI #4**

Question: The RFP states that geotechnical reports are included in Part 6. Will this be provided?

Response: See RFP "Part 6 - Attachments" for "P-136 soil boring ref 1.PDF" and "P-136 soil boring ref 2.PDF". These documents are geotechnical reports.

**RFI #5**

Question: Gross Area Part 3 - Chapter 3 - Page 53.2.1 Building Footprint "This project shall include two BEQ buildings of 126,460 combined total gross square feet to accommodate living space for Marine Corps bachelor enlisted personnel."

Part 3 - Chapter 4 / Building Requirements - Page 1 TOTAL BEQ BUILDING GROSS AREA - 119,866 Total Square feet. Please confirm the total allowable square feet for this project.

Response: The total allowable gross square footage for this project is 119,866 gross square feet.

**RFI #6**

**Question:** Allowable Gross Square Footage PART 3 - CHAPTER 4 / Building Requirements - Page 1  
TOTAL BEQ BUILDING GROSS AREA: "Proposals that do not equal or exceed the set limit of gross area will not be considered for award". It is not normal for NAVFAC projects to be allowed to exceed the Allowable Gross Area. Is this statement correct that proposals that are under the 119,866 Gross Square Feet will not be considered for award?

**Response:** Replace the statement located in Part 3, Chapter 4, Building Requirements, Page 1, with, "TOTAL BEQ BUILDING GROSS AREA: Proposals that exceed the maximum allowable square footage listed above will not be considered for award".

**RFI #7**

**Question:** Unit Gross Square Feet PART 3 - CHAPTER 4 / Building Requirements - Page 1 119,866 / 232 units = 516.7 Gross Square Feet per Unit. TOTAL BEQ BUILDING GROSS AREA: "Gross area calculations are to be based on Department of the Navy's policy for MARINE CORPS BARRACKS CONSTRUCTION STANDARD - BEQ CORRIDOR SQUARE FOOTAGE CALCULATION (see attachment in part 6 of this RFP) and UFC 4-721-10 NAVY AND MARINE CORPS BACHELOR HOUSING. ATTACHMENT "Marine Corps Barracks Square Footage" States under 2. Background: "This review resulted in a new maximum allowable GBA of 47 square meters per room", 47 square meters = 506 square feet. There is a discrepancy between the 517 Gross Square Feet per unit used in the overall 119,866 square footage for the entire project and the attachments reference to a 506 Gross Square Feet per unit. Please confirm that the 517 Gross Square Feet per Unit is correct.

**Response:** 516.7 gross square feet per unit is correct. Refer to Engineering & Construction Bulletin 2010-04, located in Part 6, Attachments.

**RFI #8**

**Question:** The RFP refers to both the LEED 2.2 rating system and the current 3.0 ratings system. Confirm which LEED system to us NC2.2 or 3.0. If NC2.2 is the being used please confirm if the project has already been registered.

**Response:** References to LEED Version 3.0 could not be found. Project has already been registered under LEED Version 2.2.

**RFI #9**

**Question:** The RFP mentions both LEED Gold and Silver. Confirm LEED NC Silver or Gold minimum requirement.

**Response:** Refer to Part 3, Chapter 2, Project Objectives, 2.3.1 Sustainable Design, third paragraph.

**RFI #10**

**Question:** Confirm whether Contractor responsible for USGBC registration and certification fees

**Response:** As stated above, project has already been registered under LEED Version 2.2.

**RFI #11**

**Question:** Confirm whether residents can have bicycles

**Response:** Residents may ride bicycles.

**RFI #12**

**Question:** Confirm whether residents can smoke in the building

Response: Residents cannot smoke in the buildings.

**RFI #13**

Question: Section 3.2.1 Indicates a gross area of 126,460 sf. Section 4.1 Space tabulation indicates a gross area of 119,866 sf. The UFC allows 47 m2 per unit which translates to 116 X 2 X 47 X10.76= 117,327 sf. Which gross area should we use?

Answer: Section 4.1 Space Tabulation is correct, showing a gross area of 119,866 gross square feet. Engineering & Construction Bulletin 2010-04, which is included in Part 6 Attachments, allows 48 gross square meters per dwelling unit, which, with 232 dwelling units, translates to 119,866 gross square feet.

**RFI #14**

Question: The typical room layout in the Marine Corps Letter (pg 853 of pdf file) shows two sinks. The typical room layout at the back of the USMC BQ Critical checklist (pg 872 of pdf file) shows one sink. Which layout is required? Which layout is desired?

Response: The typical room layout in the Marine Corps Letter (page 853 of .pdf file) showing two sinks is the required, and desired layout.

**RFI #15**

Question: Please provide a legend for Drawing E-2. What is the difference between dashed and solid lines? Please identify the locations of Sectionalizing Station A and manhole MH18.

Response: E-2 was provided only as a reference sketch of A-1, A-2, A-3, and A-4 feeders. The dashed/solid lines indicate the route of those existing feeders. Sectionalizing Station A is the yellow block on C Street between 4th and 5th Ave, labeled, "A". MH18 is located between D and E streets in the middle of the existing parking lot.

**RFI #16**

Question: Please clarify the photovoltaic requirements. Paragraph 1.0 indicates that PV arrays over parking and walkways. However, specification section 26 31 00.00 22, appears to require 2 PV systems to be mounted on the building roofs. Also, 26 31 00.00 22 defines specific capacities for these two PV systems. Please confirm the PV system intent. Are PV's to be mounted over parking lots and walkways or on the roofs and are there specific capacity requirements.

Response: There is no photovoltaic requirement for this project. This will be fixed by amendment.

**RFI #17**

Question: Paragraph 2.3.1 of Part 3, the Project Program, calls for the provision of LED exterior and interior lighting. The RFP is fairly clear with respect to the extent of the LED exterior lighting anticipated, but is silent with respect to the interior lighting. Please identify the extent of the interior LED lighting required.

Response: There is no interior LED requirement for this project. This will be fixed by amendment.

**RFI #18**

Question: Part 4 Performance Technical Specifications include numerous building elements not called for in Part 3, the Project Program, including many elements specifically prohibited in Part 3. Please verify that Part 4 is for reference only, that Part 3 takes precedence over Part 4, and that only those items specifically called for in Part 3 are to be provided under this project.

Response: Part 4 is for reference only and Part 3 takes precedence over Part 4

**RFI #19**

Question: Please verify that dimensions and finishes specifically called out in the "Space Characteristics" sheets for each space type found in Chapter 5 of Part 3 take precedence over dimensions and finishes called out elsewhere in the RFP.

Response: Dimensions and finishes specifically called out in the "Space Characteristics" for each space type found in Chapter 5 of Part 3 take precedence over dimensions and finishes called out elsewhere in the RFP.

**RFI #20**

Question: Paragraph 2.3.1 of Part 3, the Project Program, calls for the project to be certified by USGBC as Silver per LEED - NC v. 2.2, with Gold certification as an option. Part 2 specification Section 01 45 00.05 20 paragraph 1.3.2 also references LEED - NC v2.2. This contradicts Part 2 specification Section 01 33 29 which calls for certification under LEED - NC v. 3.0 as well as specification Section 01 33 10.05 20 paragraph 1.8.3 which requires Gold certification. Part 3 section D202003 also references the requirement for Gold certification. Please clarify whether we are to design to Silver or Gold certification and whether we are to use LEED - NC v2.2 or 3.0M.

Response: The minimum sustainable design rating level for the project is to achieve LEED-NC Version 2.2 Silver rating, to consider Gold rating as an option, and to avoid the Platinum rating.

**RFI #21**

Question: As the time for registering a project under LEED - NC v2.2 has expired, if we are to use LEED NC v2.2, the project must have been previously registered for v2.2. Was the project registered with USGBC under LEED-NC v2.2?

Response: Yes, the project has been registered with USGBC under LEED-NC Version 2.2.

**RFI #22**

Question: Paragraph 2.3.1 of Part 3, the Project Program, calls for the provision of LED exterior and interior lighting. The RFP is fairly clear with respect to the extent of the LED exterior lighting anticipated, but is silent with respect to the interior lighting. Please identify the extent of the interior LED lighting required.

Response: There is no interior LED requirement for this project.

**RFI #23**

Question: Paragraph 2.3.1 of Part 3, the Project Program, calls for the designer to perform an engineering analysis of gas versus steam and/or geothermal systems to determine the heating system to be used for the project. Paragraph 3.2.11 of Part 3 prescribes the use of steam for the heating. Is the use of steam heating mandated? If so, why is the engineering evaluation called for?

Response: No LCCA required for Heating because a Steam Vault is next to Building. No Natural Gas in the area.

**RFI #24**

Question: Paragraph 2.3.1 of Part 3, the Project Program, calls for the designer to perform an engineering analysis of gas versus steam and/or geothermal systems for the project. Please provide the estimated steam system efficiency up to the construction area of the project to include boiler and distribution efficiencies. Information received will be used to compare HVAC systems during the required Life Cycle Cost Analysis.

Response: No LCCA required for Heating because a Steam Vault is next to Building. No Natural Gas in the area.

**RFI #25**

Questions: Paragraph 2.6 of Part 3, the Project Program, calls for exterior sound control and references the use of analysis using the Ldn obtained from the base AICUZ plan. Please provide the necessary data for evaluation.

Response: Use 75 decibels for evaluation purposes. Also, refer to the attached .pdf file titled, "Air Installations Compatible Use Zones (AICUZ) Program".

**RFI #26**

Question: Part 3 section D40 references fire alarm and mass notification systems and calla for the mass notification system strobe to be labeled "ALERT". The referenced UFC allows the use of a single common strobe for the fire alarm and mass notification systems. Please verify that a combined strobe is acceptable.

Response: Per UFC 4-021-01, "Provide clear strobes marked with the word "ALERT" for shared use by the building's combination MNS/FACP." The RFP requires this project to have a combined fire alarm/mass notification system and as such, the same clear strobe is used for both fire alarm evacuation and calling attention to a mass notification message/incident. (Note: Unless otherwise specified, Marine Corps projects are to follow Navy criteria.)

**RFI #27**

Question: Paragraph 2.6 of Part 3, the Project Program, calls for the integration of mechanical systems into the above ceiling and attic spaces and gives particular guidance to the methods of access. Section D30 of Part 3, under the VAV System Description, specifically prohibits using the roof attic space for HVAC equipment. Please clarify this apparent contradiction.

Response: MCB Camp Lejeune engineering envisions an Air Handling Unit (AHU) on each floor instead of jamming AHUs into the attic. Avoid using the roof attic space because it is hot and not a sufficient service area. AHU closet(s) are programmed spaces. The D30 Part 3 Variable Air Volume (VAV) equipment and pipes shall be located above ceilings, hidden from sight. Coordinate with ceiling height.

**RFI #28**

Question: Paragraph 1.0 of Part 3, the Project Program, under the paragraph dealing with site improvements references a fitness trail. This is not covered elsewhere in the RFP. Please clarify the intent of this reference.

Response: Fitness trail is not included in the project.

**RFI #29**

Question: Paragraph 1.0 of Part 3, the Project Program, under the paragraph dealing with site improvements references the equipment washdown and drying areas. Are separate areas required for each building, or may they be combined? If combined, is the stated size adequate or should the area be doubled?

Response: Shaded area (as sized) is adequate.

**RFI #30**

Question: Paragraph 1.0 of Part 3, the Project Program, references relocating the existing fitness course presently on the site. Where is it to be relocated to?

Response: Site has not been identified. Site will be on Base.

**RFI #31**

Question: Please identify the future use of the adjacent parcel of land (the northern half of the area between D and E streets along 5th Avenue.

Response: The future use of the adjacent parcel of land (the northern half of the area between D Street and E Street along 5th Avenue) is another Bachelor Enlisted Quarters project.

**RFI #32**

Question: Please provide the 100 year flood elevation.

Response: Site lies in flood zone "X". See FEMA maps for elevations.

**RFI #33**

Question: Amendment 8, paragraph 3.2.4 references an "attached sketch" which was not attached. Please provide the sketch and clarify the intent and extent of the pedestrian mall routing.

Response: Sketch is attached.

**RFI #35**

Question: Section A1050 of Part 3, the Project Program, calls for foundation walls below grade to be reinforced concrete. Is fully-grouted CMU an acceptable option for the reinforced concrete for interior walls with no grade separation and that are not pits or trenches?

Response: Yes, fully-grouted CMU is an acceptable option for the reinforced concrete for interior walls with no grade separation that are not pits or trenches.

**RFI #36**

Question: Section A1050 of Part 3, the Project Program, calls for foundation walls below grade to be reinforced concrete. Is fully-grouted CMU an acceptable option for the reinforced concrete for exterior walls with a grade separation of 6 inches or less and with exterior faces damp-proofed?

Response: Yes, fully-grouted CMU is an acceptable option for the reinforced concrete for exterior walls with a grade separation of 6 inches or less with exterior faces damp-proofed.

**RFI #37**

Question: Paragraph 3.1 of Part 3, the Project Program, under the Geotechnical Information paragraph, the first two sentences of the second paragraph do not agree. The first notes that soils information provided in the RFP "is for reference only to provide a basis for bidding." The second sentence notes "The analysis and recommendations shall not be used for bid preparation." Other parts of the RFP lead us to believe that the first sentence is correct and the second sentence should be reworded. Please clarify.

Response: There is no conflict between these statements. The data is provided as a reference for bidding. The analysis and recommendations in the report (if provided) were for planning purposes, may not apply to the current project and should not be relied upon for bidding. Bidders should develop their own conclusions based on the data and their anticipated design.

**RFI #38**

Question: Section G4010 of Part 3 specifies to replace feeders A-1 and A-2 in Sectionalizing Station A and all associated equipment, including but not limited to, 1200A vacuum circuit breakers, Schweitzer relays, current transformers, and conductors (3P2/0N2). Is it the intent for the contractor to replace the phase conductors for Circuits A1 and A2 and change them from #2/0 to #4/0? If so, are the existing 5" conduits to be reused for these new conductors?"

Response: An amendment deleted this paragraph. Feeders will be #2/0 using the existing 5" conduits.

**RFI #39**

Question: Solicitation Contract Form, Option Item 2 - FFE calls for procurement and installation of all collateral FFE throughout the facility. Will the estimate FF &E funding requirement (Part 3, Chapter 6/ESR E20) be included in Option Item 2? Will fixed furnishings be included in Option Item 2? Will the A/V Equipment Package be included in Option Item 2?

Response: Yes

**AMENDMENT 0010****RFI #1**

Question: Part 3, Section 2.3.1 indicates "Provide roof-mounted solar hot water system for each building", but other parts of the RFP (Part 3, D202003) indicates the solar system is to be considered and provided if life cycle cost effective. Is a solar system mandatory, or required only if life cycle cost effective?

Response: The general energy program advises the use of "Concealed" Solar panels for Pre-heating Domestic Hot Water. I would even put Solar Thermal Hot Water into the project if is not Life Cycle Cost Effective.

**RFI #2**

Question: Part 3, Section 6.D30 HVAC indicates several potential added cost items which are to be examined based on life-cycle cost. The same is true for the basic mechanical system. What are utility rates for electricity and steam to be used in life cycle cost calculations? We could not find rates in the RFP but those are required in order to analyze which mechanical systems and energy conservation features must be included in our bid.

Response: There is a Local Steam Vault that is being relocated on the Civil part of this P-136 BEQ Project. Use Steam for heating Hot water then pump hot water throughout the Building. There is No Natural Gas in the Area.

**RFI #3**

Question: Part 3, Section 6.D30 HVAC indicates "The latest edition of ASHRAE 90.1. shall be used." The latest edition of 90.1 is 2010. Elsewhere in the RFP, and in the same Section, references are to



90.1-2007. EPACT-2005 references 90.1-2004. LEED 2.2 references 90.1-2004 but LEED 3.0 references 90.1-2007. Which version of 90.1 is to be used for what? Which version of LEED is to be used?

Response: The project has already been registered under LEED Version 2.2. LEED Version 2.2 refers to ASHRAE 90.1-2004.

**RFI #4**

Question: Does the identification sign need to have a unit insignia or will it strictly be an identification sign that identifies the tenant?

Response: Provide sign with unit insignia

**RFI #5**

Question: Is one identification sign acceptable or do we need to have more than one? If more than one please specify amount?

Response: One sign is required

**RFI #6**

Question: Is there a standard shade canopy and quantity of benches that shall be under the canopies which are provided along walkways?

Response: Contractor is responsible for layout of facilities to compliment site.

**RFI #7**

Question: Part 3, of the project program, describes bbq grills to be provided but there is not mention of a hot ash receptacles; are hot ash receptacles required because section G204003 1.6 Hot Ash Receptacle is described in the G20 Site Improvements.

Response: G204007 discusses charcoal ash containers

**RFI #8**

Question: Part 3, of the project program, describes trash receptacles to be provided but there is not mention of a recycling receptacle; are recycling receptacles required because section G204003 1.4 Recycling Receptacle is described in the G20 Site Improvements. Is there a standard recycling receptacle for Cherry Point because there is not one described in the B.E.A.P.?

Response: Recyclables-collection bin discussed in G203006. No standard for bin. Collection bin shall compliment the surrounding facilities.

**RFI #9**

Question: At the outdoor patios, there is not a description for a standard design size for the gas grills and the adjoining stainless steel countertops; how much cooking space and countertop space is required?

Response: Contractor specifies design to compliment the surrounding facilities.

**RFI #10**

Question: Can gas grills and countertops be placed within the 33 foot AT/FP setback?

Response: No

**RFI #11**

Question: G203006 Other Walks, Steps & Terraces, briefly mentions a stone/rock garden; can a better description of this be provided as to the extent and intention of the stone/rock garden so one can be designed?

Response: Contractor specifies design to compliment the surrounding facilities.

**RFI #12**

Question: G204003 Exterior Furnishings asks that we provide picnic tables and one barbeque grill; is there a quantity of picnic tables required for this project?

Response: G204007 requires four picnic shelters and two grills for each shelter.

**RFI #13**

Question: Is there a foot candle, lighting requirement for the basketball court, volleyball court, and horseshoe pit?

Answer: Lighting to be provided in accordance with industry standards.

**RFI #14**

Question: G204004 states to provide passive barrier system including bollards, posts, guardrails, ditches, and cable reinforced fence. The next paragraph states to provide earthen berms in addition to the setback requirements. Which is correct? Or is it optional to use the other items in lieu of berms?

Response: AT/FP must meet minimum standards. The base also desires additional protection in high occupancy areas such as BEQ's. The contractor is expected to utilize any combination of physical measures that provide value added security.

**RFI #15**

Question: G204004 states to provide earthen berms as AT/FP barriers. What are the dimensional requirements (height, slope, etc.) for these berms?

Response: AT/FP barriers must meet minimum standards. Berms shall be designed to provide reasonable value added protection.

**RFI #16**

Question: Can the existing ditch on 4th Avenue serve as AT/FP barrier in lieu of new berm, fence, etc.?

Response: Ditches that provide protection in accordance with AT/FP standards may be utilized.

**RFI #17**

Question: In Part 3 paragraph 1.0 Project Description it states, "buildings and site design will conform to the surrounding architectural environment and comply with the Base Exterior Architectural Plan (BEAP) for MCAS Cherry Point." The BEAP was not included in the RFP, can you provide it?

Response: Obtain the Base Exterior Architectural Plan (BEAP) for MCAS Cherry Point from [www.wbdg.org](http://www.wbdg.org).

**RFI #18**

Question: Will the pedestrian corridor that replaces D Street be secured so that the building stand-off distance is not applicable adjacent to the pedestrian corridor?

Response: Recommend securing the pedestrian corridor by placing removal bollards 4' o.c. at connection points to the streets.

**RFI #19**

Question: Will physical barriers be required in addition to the prescribed stand-off distances to meet ATEP requirements? If so, what physical measures will be acceptable (i.e. berm/ditch combination, bollards, 18" high raised curb, concrete barriers, etc.)?

Response: AT/FP must meet minimum standards. The base also desires additional protection in high occupancy areas such as BEQs. The contractor is expected to utilize any combination of physical measures that provide value added security.

**RFI #20**

Question: Will the building occupants be moved as a group using buses or trucks, such that a suitable staging and loading area is beneficial?

Response: No

**RFI #21**

Question: The RFP indicates the site area is "...limited to the western half of the site (half way from 4th Avenue to 5th Avenue)." Is this a strict limitation? Is the intent that the remainder of the block will be another phase of housing that should be considered in the layout of this project, such as providing for vehicular access or sharing of other site amenities?

Response: Yes, the project is limited to the western half of the site. The remainder of the site is currently slated for housing but is subject to change. The project design should include some flexibility to adapt to future development.

**RFI #22**

Question: Will the existing obstacle course be relocated off the project site?

Response: Yes, anticipating the new site to be within 3/4 mile of the existing site.

**RFI #23**

Question: Can the two buildings have combined PM&E systems?

• Chiller, fire, steam PRV, Rainwater collection, Generator, Solar Storage, H/W heater, Heat Pump

Response: MCAS Cherry Point Base Engineering specifically requested during the RFP process to have each building on its own chiller. I would treat all mechanical items as individual building, not combined. Fire Protection: Generally, codes and criteria do not permit buildings to share the same "fire" systems. Any combining must be within the criteria contained or referenced within the RFP. For example, the RFP requires a combined Fire Alarm / Mass Notification System and requires a combined standpipe / sprinkler system. Part 3, Chapter 6, D4020 of the RFP does allow for what may be considered a "combined" fire pump. Details associated with using a single fire pump that would serve all the buildings are contained, or referenced, within the RFP. Otherwise, each building requires separate fire systems.

**RFI #24**

Question: Are the photovoltaic panels over the parking an acceptable option? Are the photovoltaic panels over the covered walkways an acceptable option?

Response: Remove all requirements for providing photovoltaic-covered carports and walkways from the RFP.

**RFI #25**

Questions: Part 3, Chapter 4/ Building Requirements – Page 4, 4.4 states the minimum corridor width to be increased from 5'-0" to 6'-0" as part of desired additional square footage allocation. Part 3 – Chapter 4/ Room Requirements – Page 15 "Interior Corridors" states the minimum corridor width to be the minimum not less than 6'-0". Part 6, Design Guidance # 9 states the minimum corridor width to be 6'-0". Which is correct?

Response: Provide 6'-0" minimum corridor widths.

**RFI #26**

Question: Part 3, Chapter 3 - page 5, 3.2.1 Building footprint states 126,460 as the total combined gross square footage. Part 3, Chapter 4/ Building Requirements – page 1, 4.1 Space tabulation states 119,866 total square feet total BEQ Building gross Area. Which is correct? Is the later the net square footage?

Response: Provide no more than 119,866 total combined gross square feet.

**RFI #27**

Question: With the additional comments and clarifications pertaining to the site, in Amendments 8 and 9, it would certainly be helpful if we were provided an existing survey to aid in design development.

Response: We will not provide any additional survey information. The contractor is responsible for providing additional information as required to complement the existing survey. Base mapping and GIS information should be used to provide approximate locations of existing utilities for estimating purposes.

**RFI #28**

Question: Technical Specifications Section 01 35 13 requires a model unit to be accessible to the public. Will it be located on part of the project site? Will this permanent structure be demolished at the end of the project?

Response: An 82 feet standoff distance is required.

**RFI #29**

Question: On the solicitation for the Cherry Point BEQs (N40085-10-R-5314), the Attachment 6 has reference to solar hot water system being specified as a Dawn Solar integrated PV-Solar Thermal product. Is this the only product that you are allowing to be bid for the solar hot water portion of the BEQ project? I noticed that a separate market research effort has been launched by NAVFAC to consider alternatives to Dawn Solar, and I am wondering if the two are related and also if more traditional (and cost effective) solar hot water systems can be bid for the Cherry Point BEQs? In our research, the energy output per dollar is much greater for solar hot water systems based on flat plate collector technology than it is for the Dawn Solar type system. Can you please advise so I can do a good job of providing quotes to the 8a firms bidding on the total project?

Response: The Dawn Solar integrated PV-Solar Thermal product is NOT the only product that we are allowing to be bid for the solar hot water / photovoltaic portion of the BEQ project.

#### AMENDMENT 0011

##### **RFI #1**

Question: If Tennessee Hardy or Oaklawn Centipede Sod is not available would Tifblair Centipede be an acceptable alternate?

Response: Provide Tifblair Centipede

##### **RFI #2**

Question: The drinking fountain shown in the BEAP, model 4420 by Halsey Taylor, is not available as a freeze proof model; however, model 4410 is available with the freeze proof option but only has one bubbler where as the other model has two bubblers. Is model 4410 acceptable to use since it is a similar fountain but only has one bubbler.

Response: Provide Model 4420FR in lieu of Model 4420.

##### **RFI #3**

Question: G205000 Landscaping specifies the metal edging to be 3/16" by 5"; however, the G205005.1.4.5 Edging Materials says to provide 3/16 by 4" metal edging? Which is the correct depth for the edging, and is a brown, factory painted metal edging acceptable @ Cherry Point?

Response: Provide 5" green metal edging

##### **RFI #4**

Question: If berms have to be provided, then do they have to be planted with a groundcover that is either mowed or ornamental?

Response: Provide sod for berms where berms are provided

##### **RFI #5**

Question: Does the identification sign need to have a unit insignia or will it strictly be an identification sign that identifies the tenant?

Response: Provide sign with unit insignia.

##### **RFI #6**

Question: Is one identification sign acceptable or do we need to have more than one? If more than one please specify amount.

Response: One sign is required

##### **RFI #7**

Question: The project description (Part 3, Chapter 1, pg.2) says to provide concrete benches but concrete benches are not acceptable in the B.E.A.P.; please clarify if providing concrete benches is an acceptable deviation from the B.E.A.P.?

Response: No, comply with the Base Exterior Architectural Plan (BEAP).

**RFI #8**

Question: G203006 Other Walks, Steps & Terraces requires a concrete picnic table but this is yet again a deviation from the B.E.A.P. which specifies a powder coated table with recycled plastic slats; which table shall be used at this facility?

Response: Comply with the Base Exterior Architectural Plan (BEAP).

**RFI #9**

Question: If photovoltaics are used over the parking lot and sidewalks, depending on how much is needed to provide power, then would trees still be required? Future growth of the trees would interfere with the photovoltaic productivity as shade is cast onto the cells. We propose to not plant the parking lot trees and any trees near sidewalks where there would be conflicts with the photovoltaic structures.

Response: Remove all requirements for providing photovoltaic-covered carports and walkways from the RFP.

**RFI #10**

Question: In 01 10 00 3.4.2.1 the RFP requires a sound rating on the floor separating sleeping rooms of IIC 60. With a floor system of Vinyl on concrete with an exposed ceiling below this sound rating is difficult to achieve. On other Marine BEQ projects a padded floor area rug has been allowed to be used to help meet the IIC 60 rating. Can we use an area rug on this project to meet the floor sound rating?

Response: No, the Impact Isolation Class (IIC) 60 rating must be permanent.

**RFI #11**

Question: Please provide the location of the existing communications manhole A1802 referenced in paragraph G403001 as the point of connection for the site telecommunications system.

Response: The approximate location of the existing communications manhole A1802 is a white dot on Sketch E-2, immediately north of the site inside the secured fenced-in long-term parking area.

**RFI #12**

Question: RFP indicates that LEED SS Credit 6.1 is required. To achieve this credit, the stormwater management system must be designed to reduce the stormwater rate and VOLUME for the 1 & 2 year, 24 hour storm events. To achieve the stormwater runoff volume reduction required by this credit, infiltration is typically required. To accurately design an infiltration system, the hydraulic conductivity (infiltration rate) must be provided. Please provide the hydraulic conductivity of the existing soils.

Response: NCDENR requires infiltration tests in the exact location of the BMPs. This can't be accomplished until the design phase and is the responsibility of the contractor. Many sites in MCAS Cherry Point do not meet minimum standards for infiltration. Permeable pavement and rainwater reuse are anticipated to help with volume control.

**RFI #13**

Question: Part 4, Section G204007 1.1 Playgrounds (Tot lots and Play lots). These are not listed in Part 3 as part of project program and would not seem to be required. Please clarify.

Answer: Delete all references to Tot Lots and Play Lots for children. Athletic equipment will include basketball courts and other facilities as listed for the Marines.

**RFI #14**

Question: Part 3, 3.2.4 states to provide concrete benches and shade canopies along walkways. Please provide requirements for these shade canopies.

Response: Benches and shade canopies shall be specified by the contractor to compliment the remainder of the site facilities.

**RFI #15**

Question: Part 3, 3.2.4 states to provide concrete benches. As does Part 3 G203006 and G204007. However Part 4 G204003 states that benches should match trash receptacle material and color. Trash receptacle is not indicated to be concrete. Please clarify material type for benches

Response: Comply with the Base Exterior Architectural Plan (BEAP).

**RFI #16**

Question: RFP paragraph G402001 indicates to utilize LED type lighting fixtures for exterior lighting and to provide illumination for recreational areas. Please confirm if basketball courts, volleyball courts, horse shoe pits, etc. are to be illuminated for night time use. If so, is it acceptable to use other light sources (i.e. metal halide) for the illumination of the recreational areas in order to efficiently achieve the IES recommended levels for recreational use.

Response: Provide Light-Emitting Diode (LED) light fixtures for exterior lighting.

**RFI #17**

Question: The existing mall walk is 15' wide concrete. RFP states to match. RFP states that mall walk shall provide emergency access. RFP also states that emergency access/fire lanes shall be 20' wide. Is 15' wide mall walk acceptable for fire access?

Response: Mall walk shall be 15' wide to match existing. As noted in G201090, roadways for fire lanes shall incorporate a geogrid system on either side of the sidewalk.

**RFI #18**

Question: Amd 9 states to transition 4th Avenue back to 2 lanes northwest of E Street. How much left turn lane and taper is needed?

Response: Left lane will end at intersection. Through lane will transition (lane shift) on far side of intersection to connect to existing through lane. Transition will be in accordance with AASHTO standards.

**RFI #19**

Question: There are many utilities that may need to be relocated and ditches that may need to be piped for the offsite improvements. Without survey it is not possible to determine the scope of this work. Can a topographic survey be provided?

Response: We will not be providing any additional survey information for off-site work. The contractor is responsible for providing any additional survey required to provide a complete design. The attached exhibits (exhibit 1 and exhibit 2) shows the available GIS mapping of utilities in this area. The exhibits are an approximation only and may not show all existing underground facilities. GIS information will be provided to the winning contractor.

**RFI #20**

Question: On the Room Requirements sheet for double- occupancy units (page 39): (a) Are showers prefab? (b) Do the solid surface shelf corner unit with two shelves and two solid surfacing shower soap holders come with the shower? (c) What are the specifications for these?

Response: (a) Showers may be prefabricated as long as the RFP's requirements are met. (b) Yes. (c) Refer to the Performance Technical Specifications (PTS) for possible specification requirements.

**RFI #21**

Question: The Room Requirements sheets asks for two recessed mirror-less medicine cabinets, while spec section C103002 1.1.5 requires a mirror on these cabinets. Which is correct?

Response: When a contradiction exists, the requirements listed in the Room Requirements have precedence over the requirements listed in the Engineering Systems Requirements (ESR).

**RFI #22**

Question: (a) What are the width of the vanities in rooms at Male/Female head and the Duty head on first floor? (b) Do these mirrors have a SS frame or are they frameless?

Response: (a) Meet the Architectural Barriers Act Accessibility Standards (ABAAS) requirements for lavatory widths. (b) Provide stainless steel framed wall mirrors.

**RFI #23**

Question: (a) What length of towel bar is required? (a) Is bar round or square?

Response: (a) Provide 18" wide towel bars for hand towels, and provide 24" wide towel bars for bath towels. (b) Provide round towel bars.

**RFI #24**

Question: Three grab bars are now required to meet ADA requirements (18",36",42"). Do we provide these grab bars to meet code?

Response: Meet Architectural Barriers Act Accessibility Standards (ABAAS) requirements, not Americans with Disabilities Act (ADA) requirements.

**RFI #25**

Questions: Amendment 9 for the project clarifies the requirement to replace Sectionalizing Station A as part of this contract. Previous experience in replacing Sectionalizing Stations at Cherry Point and other such facilities leads us to believe that constraints may be placed on the methodology used and the outage times allowed for such replacement (i.e. that the work requiring an outage needed to be done over a long holiday weekend). Please advise as to any such constraints on this work, including the A1/A2 feeder replacement.

Response: The replacement of "A" Station will need to be accomplished during a weekend, probably a holiday weekend, and should be planned so as to minimize the total electrical outage time. This outage will affect most of the barracks', warehouses, office buildings, the mess hall, and steam plant in our core area. Some of these facilities have generator backup, but the barracks do not. The new switchgear should be assembled and tested to the maximum extent possible prior to shutting down and removing the existing switchgear. The new switchgear shall be designed to occupy the same footprint as the existing and allow for the existing conductors to be reconnected without modification of the existing terminators or lugs.



**RFI #26**

Question: Part 3 Section B202004 1.1.1 specifies that clear glass be used on all exterior glazing. However, Part 3 Chapter 2, Project Objectives, Section 2.3.2 Energy Conservation requires that the project be compliant with ASHRAE 90.1-2007. Cherry Point, NC falls within the 3A climate zone of ASHRAE 90.1 -2007 which requires a maximum SHGC of 0.25, for all fenestrations types. None of the major suppliers contacted offers clear glass glazing that meets this requirement. Tinted glass (blue, green, or gray) must be used to meet this requirement. Please advise.

Response: Project is registered under LEED Version 2.2. LEED Version 2.2 requires meeting ASHRAE 90.1-2004, not ASHRAE 90.1-2007. Regardless, Low-E coatings should be considered.

**RFI #27**

Question: Part 3 Section B201011 states that "Sun control devices shall be detailed to integrate with the architectural wall system." We find no other information or cited requirement for sun control in the RFP. Please more clearly define the requirement, if any, for sun control devices.

Response: Sun control devices may be used in order to meet the Solar Heat Gain Coefficient (SHGC). If they are used, they shall be detailed to integrate with the architectural wall system.

**RFI #28**

Question: Part 3 Section C10, as well as the associated Space Characteristics sheets, specifies that the perimeter walls of the sleeping rooms have an STC rating of 55. It also specifies that the wall be comprised of CMU with a plaster veneer or cast-in-place concrete. From our research, hollow 8 inch CMU provides an STC rating of 50 to 52 depending on the manufacturer, sand filled CMU provides an STC rating of 52, and grout filled CMU provides an STC rating of 55. There is no clear information relative to what effect the plaster veneer has on the STC rating of the block. Filling the cells with grout or sand will adversely affect the flexibility of adding any future wiring and or conduit in the sleeping rooms. This also has major impact on the design of the structural system including the foundation system of the building. Is it the intent of the RFP to require grout filled CMU in order to achieve the STC rating of 55?

Response: Here are some possible options: Use normal weight Concrete Masonry Units (CMU), Adjust thickness of plaster veneer as necessary, Use two 4" CMU wythes with air space, Or use a combination of the above. Sound Transmission Class (STC) of 55 is a minimum, and walls will be tested.

**RFI #29**

Question: Part 3 Section C10, as well as the associated Space Characteristics sheets, specifies that the perimeter walls of the sleeping rooms have an STC rating of 55. It also specifies that the wall be comprised of CMU with a plaster veneer or cast-in-place concrete. From our research, hollow 8 inch CMU provides an STC rating of 50 to 52 depending on the manufacturer. The addition of metal stud, insulation, and drywall on one side can raise the STC rating to 55. Is this an acceptable alternative?

Response: No

**RFI #30**

Question: Part 3 Space Characteristics sheets, specifies that the floor assemblies of the sleeping rooms have an STC of 55 and an impact rating of 60. The RFP also calls for the floor to have wood grain sheet vinyl. From our research, these ratings can only be attained using carpet and underlayment. Please advise.

Response: As an example, a 6" Hollow core slab, with 2" topping slab, 1/8" foam / rubber membrane, and sheet vinyl flooring should meet the Impact Isolation Class (IIC) 60 requirement.

**RFI #31**

Question: USMC BQ Critical Checklist: Item 14: Provide latch bolts at bathroom doors. Are passage sets or privacy sets also required on these doors? Is there a basis of design for the latch bolts? Are these required on doors into bathroom, into toilet or both?

Response: Remove "USMC BEQ Critical Checklist" from Part 6 Attachments.

**RFI #32**

Question: (a) Is there a basis of design for the door card readers that are required? (b) Or a typical system that is used on base that they would like to continue to use?

Response: (a) No (b) No

**RFI #33**

Question: The technical specs refers to both cylindrical locksets and mortise locksets. Which is required?

Response: Performance Technical Specifications (PTS) are left unedited. Refer to Engineering System Requirements (ESR) for requirements.

**RFI #35**

Question: The room requirements in some areas list painted doors while the spec calls for pre finished birch. Which is required?

Response: Provide factory-primed and painted hollow metal door frames and provide factory-primed and stained wood doors.

**RFI #36**

Question: The spec list standard hollow metal doors in one location and hurricane rated openings in another. Are the exterior hollow metal doors required to be hurricane rated?

Response: Performance Technical Specifications (PTS) are left unedited. Exterior hollow metal doors are required to meet all applicable codes and regulations.

**RFI #37**

Question: There are several references to STC 41 doors at the corridors. Is this referring to all corridor doors or the doors leading to suites?

Response: References to Sound Transmission Class (STC) 41 doors are regarding doors installed between a corridor and a regularly-occupied room.

**RFI #38**

Question: Per USMC BQ Critical Checklist Item 36, personal closets must be ventilated. Should closet doors include a louver?

Response: Remove "USMC BEQ Critical Checklist" from Part 6 Attachments.

**RFI #39**

Question: Technical Specifications Section 3.2.5 requires parking/roadways standoff distances from the building at 82 feet ( 25 meters). UFC 4-010-01 calls for a minimum standoff distance of 10 meters for parking/roadways. Can we use the 10 meter standoff distance for parking/roadways?

Response: An 82 feet standoff distance is required.

### **Correction on Amendment 10 - RFI #28**

Question: Technical Specifications Section 01 35 13 requires a model unit to be accessible to the public. Will it be located on part of the project site? Will this permanent structure be demolished at the end of the project?

Change Response

**FROM** - "An 82 feet standoff distance is required"

**TO** - "The required model unit accessible to the public may be kept as the permanent Handicap "Lite" unit

### AMENDMENT 0012

### **SECTION 00700 – CONTRACT CLAUSES**

#### **52.236-22 DESIGN WITH FUNDING LIMITATIONS (APR 1984)**

#### **CHANGE**

#### **FROM:**

#### **52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)**

(a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract is **\$31,300,000.**

(End of clause)

**TO:**

**52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)**

(a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract is **\$37,995,450.**

(End of clause)

**DESCRIPTION OF WORK**

**CHANGE**

**FROM:**

**6. THE ESTIMATED CONTRACT TO BUDGET AMOUNT OF THE PROJECT IS \$31,300,000**

**TO:**

**6. THE ESTIMATED CONTRACT TO BUDGET AMOUNT OF THE PROJECT IS \$37,995,450**

**EVALUATION FACTORS FOR AWARD:**

**3. PRICE**

**(C) THE CONSTRUCTION COST LIMITATION (CCL) IS AS FOLLOWS:**

**CHANGE**

**FROM:**

**\$31,300,000**

**TO:**

**\$37,995,450**

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2010
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	JUN 2010
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008

52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	SEP 2009
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-23	Responsibility of the Architect-Engineer Contractor	APR 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	APR 1984
52.236-25	Requirements for Registration of Designers	JUN 2003
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-4	Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)	AUG 1998
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.248-3	Value Engineering-Construction	SEP 2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004

252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7006	Cost Limitation	JAN 1997
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
5252.236-9301	SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA	OCT 2004

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **751**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of (see chart below) for each calendar day of delay until the work is completed or accepted.

Project Cost	Estimated Liquidated Damages per Calendar Day
\$ 2,000 – 25,000	\$80
25,000 – 50,000	110
50,000 – 100,000	140
100,000 – 500,000	200
Each additional \$100,000 – add \$50	

**\*Liquidated Damages will be computed on the project cost (contractor's proposal amount)**



(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegates to the \_\_\_\_\_ the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the \_\_\_\_\_ shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Prime Contractor.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the Administering Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No . \_\_\_\_\_ [insert number of contract] with the \_\_\_\_\_ [insert name of contracting agency] to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The \_\_\_\_\_ [insert name of subcontractor], hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No . \_\_\_\_\_ [insert number of contract] for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the \_\_\_\_\_ [insert name of contracting agency] with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the \_\_\_\_\_ [insert name of contracting agency].

(4) That it will notify the \_\_\_\_\_ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the \_\_\_\_\_ [insert name of contracting agency].

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the NAVFAC Mid-Atlantic the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the NAVFAC Mid-Atlantic Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the NAVFAC Mid-Atlantic.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The insert name of SBA's contractor will notify the insert name of contracting agency Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (AUG 2009)

(a) Definitions. As used in this clause--

Caribbean Basin country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if--
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
  - (ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

Least developed country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Free Trade Agreement country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.
- (b) Construction materials.



(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated county construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: (Contracting Officer to list applicable excepted materials or indicate "none")

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....			
Domestic construction material...			
Item 2:			
Foreign construction material....			
Domestic construction material...			

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

- (c) The amount of the bid guarantee shall be **20%** percent of the bid price or **\$3,000,000**, whichever is less.-
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.229-2 NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (APR 1984)

- (a) "Materials," as used in this clause, means building materials, supplies, fixtures, and equipment that become a part of or are annexed to any building or structure erected, altered, or repaired under this contract.
- (b) If this is a fixed-price contract, the contract price includes North Carolina State and local sales and use taxes to be paid on materials, notwithstanding any other provision of this contract. If this is a cost-reimbursement contract, any North Carolina State and local sales and use taxes paid by the Contractor on materials shall constitute an allowable cost under this contract.
- (c) At the time specified in paragraph (d) below, the Contractor shall furnish the Contracting Officer certified statements setting forth the cost of the materials purchased from each vendor and the amount of North Carolina State and local sales and use taxes paid. In the event the Contractor makes several purchases from the same vendor, the certified statement shall indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina State and local sales and use taxes paid. The statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina State and local sales or use tax paid on this property by the Contractor. Any local sales or use taxes included in the Contractor's statements must be shown separately from the State sales or use taxes. The Contractor shall furnish any additional information the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim for sales or use taxes. The Contractor shall also obtain and furnish to the Contracting Officer similar certified statements by its subcontractors.
- (d) If this contract is completed before the next October 1, the certified statements to be furnished pursuant to paragraph (c) above shall be submitted within 60 days after completion. If this contract is not completed before the next October 1, the certified statements shall be submitted on or before November 30 of each year and shall cover taxes paid during the 12-month period that ended the preceding September 30.
- (e) The certified statements to be furnished pursuant to paragraph (c) above shall be in the following form: I hereby certify that during the period . . . to . . . [insert dates], . . . [insert name of Contractor or subcontractor] paid North Carolina State and local sales and use taxes aggregating \$ . . . (State) and \$ . . . (local), with respect to building materials, supplies, fixtures, and equipment that have become a part of or annexed to a building or structure erected, altered, or repaired by . . . [insert name of Contractor or subcontractor] for the United States of America, and that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina State and local sales and use taxes paid on the property (shown separately), and the cost of property withdrawn from warehouse stock and North Carolina State and local sales or use taxes paid on this property are as set forth in the attachments.

(End of clause)

## 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

## 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

## 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by . . (included in the RFP)

(b) Weather conditions . . . . . (insert a summary of weather records and warnings).

(c) Transportation facilities . . . . . (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations.

(d) . . . . . (insert other pertinent information).

(End of clause)

## 52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)

(a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon

receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract is \$ 37,995,450.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

(End of clause)

#### 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

#### 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

**5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)**

Within 10 calendar days of receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

- X** A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.
- X** A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

The contract time for purposes of fixing the completion date, default and liquidated damages shall begin to run from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

**5252.232-9301 Invoicing Procedures Electronic.** As prescribed in 32.7004 insert a clause substantially the same as the following:

**INVOICING PROCEDURES ELECTRONIC (NOV 2009)**

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. This web-based system, located at <https://wawf.eb mil>, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988 for the DISA WAWF Helpdesk or emailing [cscassig@csd.disa mil](mailto:cscassig@csd.disa mil). Once the company's CAGE code is activated, the CCR EBPOC must self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb mil>.

(d) The contractor shall use the following document type, DODAAC codes with corresponding extensions, and inspection and acceptance locations when submitting invoices in WAWF:

Initial Document Creation requires the following:	
Contract Number	N40085-11-C-4026
Delivery Order Number	
Cage Code/Ext	653M4
Pay DoDAAC	N68732
Document Type	'Navy Construction / Facilities Management Invoice'
On the WAWF "Header Tab" the following is required:	
Issue Date	6/2/2011
Issue By DoDAAC	N40085
Admin By DoDAAC	N44248
Inspect By DoDAAC/Ext	N44248
Ship To Code/Ext or Service Acceptor or Accept By DoDAAC/Ext	N44248
Ship From Code/Ext	"LEAVE BLANK"
LPO DoDAAC/Ext	N44248
Once Submitted, select "Send More Email Notifications"	
Inspector Email Address	"Not Applicable"
Accountable Official Email Address	"Not Applicable"
Operations Assistant (OA) Email Address	"Not Applicable"
Activity Fund Administrator email Address	"Not Applicable"

The NAVFAC WAWF point of contact for this contract is Marjorie Sadler and can be reached at (b) (6) @navy.mil or 252-466-4750.

Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore "\_" which is an acceptable character. There is NO maximum to the number of files that can be attached to an invoice, however EACH file is limited to a maximum file size UNDER 2 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to "Send More Email Notifications." Select "Send More Email Notification" and add additional email addresses noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

(f) If you have any questions regarding WAWF, please contact the WAWF helpdesk at 877-251-WAWF (9293), ccl-ec-navy-wawf-helpdesk@dfas mil or the NAVFAC WAWF point of contact identified above in section (d).

(End of clause)

5252.236-9300 LIMITATIONS ON AUTHORITY Of ARCHITECT-ENGINEER (JUN 1994)

Unless specific exceptions are established by a written instruction issued by the Contracting Officer, the A-E:

(a) Shall not authorize any deviation from the construction contract documents or approve any substitute materials or equipment.

- (b) Shall not exceed limitations on the Government's authority as set forth in construction contract documents.
- (c) Shall not undertake any of the responsibilities of the contractor, subcontractors, construction Contractor's Superintendent or Contractor Quality Control Representative.
- (d) Shall not expedite or accelerate the work of construction contractor and subcontractors.
- (e) Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in construction contract documents.
- (f) Shall not authorize or advise users to occupy projects in whole or in part, unless agreed to by the Contracting Officer.

#### 5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

- (a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.
- (b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.
- (c ) Prior to commencement of the work, the Contractor may be required to:
  - (1) submit in writing his proposals for effectuating provision for accident prevention;
  - (2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

#### 5252.236-9304 UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

#### 5252.236-9310 RECORD DRAWINGS (Oct 2004)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the final government-accepted drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original



contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the market prints are delivered to the Contracting Officer.

**5252.236-9313 Design-Build Contract - Incorporation of Designer-of-Record Final Design (Jul 2008).** As prescribed in 36.5100(i), insert the following clause:

**DESIGN-BUILD CONTRACT – INCORPORATION OF DESIGNER OF RECORD FINAL DESIGN (JUL 2008)**

Upon Government receipt and acceptance of the Designer of Record signed and stamped final design submission for all work, a no-cost unilateral modification shall be issued to incorporate the final design into the contract.

If the Contractor is authorized to proceed with portions of the work prior to the completion of a final design for all work, a no-cost unilateral modification shall be issued for each Government accepted Designer of Record signed and stamped design submission for each portion of the work in order to incorporate that design submittal into the contract. (End of clause)

**5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)**

a. The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

X 1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X 2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

3. The designated Property Administrator is the Administrative contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

## Section 00800 - Special Contract Requirements

## ACCOUNTING AND APPROPRIATION DATA

AA: 1711205 2511 323 05205 0 068732 2D 114026  
COST CODE: AA00A0017961  
AMOUNT: \$37,963,850.00  
CIN 00000000000000000000000000000000: \$37,963,850.00

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.223-9301 WILDLIFE PRESERVATION (Jun 1994)

(Insert name of activity) is a designated (insert description of designation). Before commencing work which may disturb wildlife, the Contractor shall obtain all necessary state, local and federal permits. Following is a list of applicable restrictions:

## 5252.242-9305, PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within 10 calendar days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

DESCRIPTION OF WORK

1. This acquisition will result in a Firm Fixed Price (FFP) design build contract for construction. The contract will be procured using negotiated procedures, as it has been determined in accordance with FAR 6.401 to be the most appropriate method of contracting for the subject project.

2. The best value continuum source selection process to be used for this acquisition is the tradeoff analysis process as described in FAR 15.101-1. This will be accomplished in a two-step process.

3. The project will construct two multi-story 116-room Bachelor Enlisted Quarters (BEQs) with interior and exterior concrete masonry unit walls on pile foundations with structural steel framing, reinforced masonry walls, brick veneer, reinforced concrete foundation and floors, noise attenuation factors, and standing seam metal roof. Built-in equipment for each BEQ building includes: Americans with Disabilities Act compliant passenger/freight elevator, fire pump with generator backup, spectrally selective window glazing, and energy monitoring control system. Electrical systems include: power, lighting, and fire alarm. Mechanical systems include: plumbing, fire protection, fire pump, and HVAC. Information systems include telephone, data, local area network, voice and data communication, and mass notification.

This project will require multiple NMCI seats in each BEQ building. Project will provide site lighting, paved parking and roadways, sidewalks, miscellaneous concrete pads, staging and drying area for field equipment, storm water management system, clearing and grubbing, earthwork, access roads, lighted basketball and volleyball courts, picnic shelter and barbeque pit, landscaping and building and roadway signage. Existing training/fitness course will be relocated. Site utility distribution systems include: electrical power, domestic water, fire protection water, sanitary sewer, storm water management, steam, fire alarm, telephone communication, fiber optics, and cable television. The project will conform to anti-terrorism/force protection standards and follow LEED and Federal Energy Acts compliance criteria for design, development, and construction of the project. This project includes operation and maintenance support information, Geospatial Data Survey and Mapping.

4. CLIN 0001, price for all work in accordance with the plans and specifications, except work in CLIN 0002 and CLIN 0003

CLIN 0002, Betterments

CLIN 0003, FF&E, Furniture, Fixtures and Equipment

5. Contract Completion Time: 751 Calendar Days after notice to proceed

6. The estimated contract to budget amount of the project is \$31,300,000

7. The Government intends to award a contract resulting from this solicitation to the responsible offeror whose proposal represents the best value acceptable after evaluation in accordance with the factors and subfactors and their relative importance in the solicitation, as outlined in Section III of this plan.

8. This acquisition will be solicited as an 8(a) SET-ASIDE competition. This procurement is being solicited to 8(a) firms that have a Certificate of Existence or Certificate of Authority on file with NORTH CAROLINA. This is a requirement to perform work in the State of North Carolina. Only North Carolina District Office Participants or 8(a) firms that have been reviewed by the North Carolina District Office and approved as having a bona fide office in the State of North Carolina are eligible to respond to this solicitation.

## PROPOSAL REQUIREMENTS **EVALUATION**

### **A. BASIS FOR AWARD**

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value—the proposal most advantageous to the Government, price and other factors considered.

2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR

15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

3. The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

4. As stated in the solicitation, all technical evaluation factors when combined are approximately equal to price.

5. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal. The evaluation report must document the evaluation board's assessment of the identified weakness(s) and the associated risk to successful contract performance resulting from the weakness(s). This assessment must provide the rationale for proceeding to award without discussions. **Although technical factors are of equal importance, if a subfactor or factor results in a Poor rating, the overall proposal is rated Poor.**

6. Definitions: The following definitions are provided to assist evaluators in the evaluation of each factor.

a. Significant Strength: A proposed method or technique in the proposal that has a high magnitude of value to the Government and appreciably increases the likelihood of successful contract performance.

b. Strength: A proposed method or technique in the proposal that is of value to the Government and increases the likelihood of successful contract performance.

c. Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance.

d. Significant Weakness: A flaw that appreciably increases the risk of unsuccessful contract performance.

e. Deficiency: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

### **C. EVALUATION FACTORS FOR AWARD**

1. This will be a two-phased evaluation process. Phase I consists of Factors 1, 2 and 3; and Phase II will consist of Factor 4 and Price. The solicitation requires the evaluation of price and the following technical factors and subfactors:

#### **Factor 1 – Corporate Experience**

Subfactor 1.a. – Construction Firm

Subfactor 1.b. – Design Team

Subfactor 1.c. – Construction Firm and Design Team

#### **Factor 2 - Past Performance**

#### **Factor 3 - Safety**

Subfactor 3.a - Experience Modification Rate (EMR)

Subfactor 3.b - OSHA Lost Work Day Rate (LWDR)

Subfactor 3.c - OSHA Recordable Incident Rate (RIR)

#### **Factor 4 – Technical Solutions**

Subfactor 4.a. - Design Approach

Subfactor 4.b. - Betterments

The distinction between corporate experience and past performance is corporate experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance relates to how well a contractor has performed.

2. Technical evaluation factors (1 through 4) are of equal importance. Technical evaluation factors (1 through 4), when combined, are approximately equal to price. Subfactors are of equal importance except for Safety which is in descending order of importance.

### 3. Basis of Evaluation and Submittal Requirements for Each Factor.

#### (a) Technical Submission

- (1) Technical Requirements for PHASE I: Offeror shall submit one (1), marked "Original", a CD and five (5) copies, each in a separate three-ring binder with the following characteristics:
  - 8 ½ x 11 format
  - 12 point font
  - Limited to 85 pages – excluding cover page, and tabs. PAGES THAT EXCEED THE PAGE LIMITATION SHALL NOT BE EVALUATED.
  - Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact, Title, phone number, and email address.
  - This should only include information in response of Factors 1, 2 and 3.
- (2) Technical Requirements for PHASE II: Offeror shall submit one (1), marked "Original", a CD and five (5) copies, each in a separate three-ring binder with the following characteristics:
  - 8 ½ x 11 format
  - 12 point font
  - Limited to 10 pages – excluding cover page, and tabs. PAGES THAT EXCEED THE PAGE LIMITATION SHALL NOT BE EVALUATED.
  - Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact, Title, phone number, and email address.
  - This should only include information in response to Factor 4.

#### (b) Price Submission

- (1) Price Requirements (Phase II Only): Offeror shall submit one (1) original, marked "Original", and one (1) copy, each in a separate three ring binders with the following:
  - SF-1442, signed (must acknowledge receipt of all amendments)
  - Solicitation Contract Form
  - Copy of Representation and Certifications from ORCA
  - Completed Form LLL
  - Verification of 8(a) certification and verification of a bona fide North Carolina Office
  - Bid Bond.
  - Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact, phone number, and email address.
  - Only include a Price Proposal with response to Phase II
  - Teaming/Joint Venture/Mentor-Protégé Agreements (If applicable)

(2) Basis of Evaluation: The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

### 3. PRICE

#### (A) Solicitation Submittal Requirements:

(1) Price shall be evaluated on the basis of the cumulative price for all the line items, including base item and planned modification for FF&E, as shown in the Pricing Schedule.

#### (B) Basis of Evaluation:

(1) The Government will evaluate price based on the total price, including the planned modification for FF&E.

(2) Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (a) Comparison of proposed prices received in response to the RFP.
- (b) Comparison of proposed prices to the Government Estimate (GE).
- (c) Comparison of proposed prices with available historical information.

#### (C) The Construction Cost Limitation (CCL) is as follows:

\$31,300,000

(1) Proposals that provide prices greater than the project funding limit (CCL) **may** be rejected.

(2) Offerors are encouraged to maximize the proposal within the specified (CCL).

***(3) Each betterment will be reviewed to ensure it does not conflict with the requirements of the solicitation or site limitations, is within the scope of***

***the project (DD 1391) and that it increases value of the final product. All acceptable betterments will be evaluated based on their overall best value to the Government. Acceptance or rejection of offeror's proposed betterments is at the sole discretion of the government.***

(4) A price that is found to be either unreasonably high or unrealistically low in relation to the proposed work may be indicative of an inherent lack of understanding of the solicitation requirements and may result in the overall proposal not being considered for award.

(5) Any inconsistency, whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if unique and innovative approaches are the basis for an apparently unbalanced/inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented. The burden of proof of price reasonableness rests solely with the Offeror.

(6) Pricing shall be provided for each Offeror – Proposed betterment. The betterment pricing information shall be provided in the same list format as the technical submission for the betterments. Pricing for betterments will be evaluated for reasonableness only and will be used during the best value trade-off analysis.

#### 4. Technical Factors:

### **FACTOR 1 – CORPORATE EXPERIENCE:**

#### **Subfactor 1a – Construction Firm:**

##### **(1) Solicitation Submittal Requirements:**

(a) Submit a minimum of two and a maximum of five projects similar in size, scope, and complexity to the construction of the project requirements of the RFP. If the Offeror is a Joint Venture, the minimum and maximum projects stated above, per joint venture partner, shall be submitted. Teaming arrangement is considered prime and sub, therefore only the Prime's Corporate Experience will be evaluated. Projects are limited to those completed in the last five years (30 September 2005 - 30 September 2010). Project description for each project shall explain the detailed scope of work performed and the relevancy to the project requirements of this RFP. Include in each project description any official LEED Certifications received from the U.S. Green Building Council (USGBA), if any.

Definition of a "Relevant Project" for this factor includes: Types of buildings and facilities intended for this construction contract include bachelor enlisted quarters, apartment buildings and dorms. Each project submitted for evaluation shall be \$25 million or more in dollar value.



(2) Basis of Evaluation:

(a) The standard has been met when the offeror has provided the minimum required experience in performing construction projects similar in terms of size, scope, and complexity to the project required by the RFP.

(b) Proposals with relevant projects that incorporated sustainable principles and **achieved** official LEED rating of “Silver” or higher from the U.S. Green Building Council shall result in a higher rating for this subfactor

(c) Proposals that fail to use the attached Corporate Experience form, or format will not be evaluated.

(d) Proposals that fail to submit projects for all joint venture partners may result in a lower rating for this factor.

(e) Submitted projects that fail to provide all requested data, an accessible point of contact, or correct telephone/facsimile numbers may no be evaluated.

(f) All projects submitted which are outside of the specific five year period will not be evaluated.

(g) A higher rating shall be given to projects that were accomplished using the Design/Build approach. More consideration will be given to more recent projects.

**Subfactor 1b – Design Team:**

(1) Solicitation Submittal Requirements:

(a) Submit a minimum of one and a maximum of three (3) projects for each designer similar in size, scope and complexity to the RFP. The design of the projects should be completed by the Design Team within the past five (5) years (30 September 2005 – 30 September 2010). Use the attached Corporate Experience Form (Attachment A) to submit projects. Project description for each project shall explain the detailed scope of work performed and the relevancy to the project requirements of this RFP, including design fee and construction cost. Include in each project description any official LEED Certifications received from the U.S. Green Building Council (USGBC) for that project (if any).

(2) Basis of Evaluation:

(a) The standard has been met when the Offeror has provided evidence of experience in the design of projects similar in size, scope and complexity to the RFP.

(b) A higher rating may be given to projects that are currently using or were accomplished using the Design/Build approach.

(c) Proposals with projects similar to the RFP that incorporated sustainable principles and achieved an official LEED rating of “Certified” or higher from the U.S. Green Building Council may result in a higher rating for this factor.

(d) Submitted projects that fail to use the attached Corporate Experience Form may not be evaluated.

(e) Failure to submit projects for all designers, joint venture partners or team members may result in a lower rating for this factor.

(f) All projects submitted which are outside of the specified 5-year period may not be evaluated.

(g) Submitted projects that fail to provide all requested data, an accessible point of contact, or correct phone/fax numbers may not be evaluated.

### **Subfactor 1c – Construction Firm and Design Team**

(1) Solicitation Submittal Requirements:

(a) Using the Corporate Experience Form located in Attachment A, submit a minimum of one (1) and a maximum of two (2) projects that the construction firm and the proposed design team are currently performing or have preformed together. Include a detailed project description with each project that clearly explains the scope of work performed and the relevancy of that scope of work to the subject project requirements as detailed in the RFP.

(2) Basis of Evaluation:

(a) The standard has been met when the construction firm and the proposed design team has experience in performing projects together.

(b) A higher rating may be given to projects of similar size, scope and complexity.

(c) A higher rating may be given to projects currently using or accomplished using the Design/Build approach.

### **FACTOR 2 – PAST PERFORMANCE**

(1) Solicitation Submittal Requirements:

The Past Performance Questionnaire (ATTACHMENT B) is included in the solicitation and is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 1, Corporate Experience. Past Performance Questionnaires submitted on projects that are not similar in size, scope, and complexity will receive no rating. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires are to be mailed or e-mailed from the client directly to the Government, not submitted via the offeror. In order for the client evaluation to be considered, the Past Performance Questionnaires must be received no later than the proposal due date. Please submit Past Performance Questionnaires to (b) (6) at (b) (6) [@navy.mil](mailto:navy.mil) or:

Mailing address:  
NAVFAC MIDLANT, North Carolina IPT  
Attn: (b) (6)  
6506 Hampton Blvd  
Norfolk, VA 23508

Include with your proposal submission a copy of the Past Performance questionnaire Cover Sheet which contains the point of contact information for each client questionnaire. Also include performance recognition documents received within the last 5 years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance of projects that are similar in size, scope, and complexity to the RFP. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

(2) Basis of Evaluation:

(a) The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, performance recognition documents, and information obtained for any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
- Tasks that are identical to, similar to, or related to the task at hand; and
- A respect for stewardship of Government funds

(b) A higher rating may be given for projects completed by the construction firm and proposed design team.

### **FACTOR 3 – SAFETY**

**Subfactors are presented in DESENDING order of importance.**

**Information for EMR, LWDR and RIR must be provided by Insurance Carrier.**

(1) The offeror will provide the proposed construction contractor or Joint Venture Partners' safety performance for the last five years. The contractor will provide the

following safety related data in tabular format for the prime contractor: Experience Modification Rating (EMR), OSHA Lost Work Day Rate (LWDR), and OSHA Recordable Incidents Rate (RIR). The formulae for calculating this data is outlined below. All safety related data in tabular format will be presented for each of the last five years from 2005 through 2009. Where available, also include data from 2010. Please provide backup documentation for any rating below Satisfactory.

(a) Subfactor 3.a

**EXPERIENCE MODIFICATION RATING (EMR):** Submit insurance company Experience Modification Rating (EMR) for the offeror's firm and its team for the last five years. If an EMR is not available from the insurance carrier, please certify that it is not available. Also provide the name of the firm(s)' Workman's Compensation Insurance carrier, local agency, and the name and phone number of the agent within the Insurance Agency. Note: Please advise the agent that the Government may contact them to confirm these EMR's. If there are extenuating circumstances concerning your ratings or trends, provide background information and references for validation.

(b) Subfactor 3.b

**OSHA LOST WORK DAY RATE (LWDR):** Submit Occupational Safety and Health Act (OSHA) Lost Work Day Rate for the offeror's firm and its team for the last five years. This rate may also be obtained from the contractor insurance carrier. It is based on an industry standard calculation:

$$\text{LOST WORK DAY RATE (LWDR)} = \frac{(200,000 \times A)}{B}$$

Where A = the number of lost workday cases and B = total number of hours worked.

(c) Subfactor 3.c

**OSHA RECORDABLE INCIDENTS RATE (RIR)**  
Submit Occupational Safety and Health Act (OSHA) Recordable Incidents Rate for the offeror's firm and its team for the last five years. This may be obtained from the insurance carrier. It is based on an industry standard calculation:

$$\text{RECORDABLE INCIDENCE RATE (RIR)} = \frac{(200,000 \times C)}{B}$$

Where C = the number of recordable incidents and B = total number of hours worked.

The Government may also include trend analysis and extenuating circumstances in assigning the rating based on information submitted by the offeror.

(2) STANDARDS:

The Government shall consider trend analysis and extenuating circumstances in assigning the ratings based on information submitted by the offeror.

Experience Modification Rating (EMR)

Excellent	Less than .7
Good	.7 to less than .8
Satisfactory	.8 to less than .9
Marginal	.9 to 1.0
Poor	Greater than 1.0

#### OSHA Lost Work Day Rate (LWDR)

Excellent	Less than 1
Good	1 to less than 2
Satisfactory	2 to less than 3
Marginal	3 to 4
Poor	Greater than 4

#### OSHA Recordable Incidents Rate (RIR)

Excellent	Less than 3
Good	3 to less than 5
Satisfactory	5 to less than 7
Marginal	7 to 9
Poor	greater than 9

#### (3) Overall:

The standard is met when the offeror has provided information that indicates satisfactory or better past safety record. Overall safety data is satisfactory or better when compared to established NAVFAC standards or is sufficiently explained by trend analysis or mitigating factors.

### **FACTOR 4 – TECHNICAL SOLUTIONS**

Evaluation of this factor and subfactors requires the application of the evaluators' subjective opinion about the proposal's presentation and adherence to the solicitation requirements.

#### **Subfactor 4a – Design Approach**

##### **1) Solicitation Submittal Requirements:**

(A) Submit a technical narrative, not to exceed 10 pages, that describes the concept for the project. Include the energy savings targets for the Bachelor Enlisted Quarters.

Energy savings targets shall be expressed as a percentage from targets listed in the solicitation. Process and plug loads shall be deducted in the analysis as indicated in the following equation:

Reduction From Standard = (standard bldg-proposed bldg)/(standard bldg-process & plug load) design

(B) Submit conceptual drawings, not to exceed 7 pages (no larger than 11"x 17"), to support the technical narrative. At a minimum, submit an overall conceptual site layout for the project site, conceptual layout and elevations for the Bachelor Enlisted Quarters and an enlarged floor plan for the living unit module and community facilities; to include the multipurpose room, laundry facilities, and main entry to the Bachelor Enlisted Quarters.

(1) Conceptual site layout of the project site. This is intended to be a broad concept of the proposed layout of the facilities, to be revised during the post-award Concept Design Workshop. Include a legend and graphic scale in English units. The site layout shall indicate building orientation, roadways, parking and walkways, fire department access and ATFP standoff distances. Identify required design elements and Offeror-proposed betterments to be included in the project.

(2) Conceptual building layout for the BEQ. Identify the required spaces, elements and Offeror-proposed betterments to be included in the project.

(3) Enlarged BEQ Living-unit layout and Interior Elevations. Identify any Offeror-proposed betterments.

(4) Conceptual exterior elevations (minimum 4 of each building type) of the BEQ to illustrate the proposed exterior design concept describing how the proposed construction integrates with the surrounding area and existing base facilities design or architectural theme. Identify Offeror-proposed betterments.

(5) Color 3D Rendering (bird's eye view)

(6) Building Sections (minimum 2 of BEQ building)

(7) Enlarged Multi-Purpose/Laundry Floor Plan

## **(2) Basis of Evaluation:**

(1) The standard is met when the Offeror provides a narrative and drawings that address the items listed above.

(2) Narratives and drawings that do not address all items listed may be rated lower.

(3) Concept designs that demonstrate efficient use of interior layout and exterior visual interest and site space and circulation **may** be rated higher.

(4) Proposals achieving building energy reductions of 30% or more **may** be rated higher.

(5) The Government will evaluate the narrative and conceptual drawings considering the extent to which the Offeror demonstrates a clear understanding of the architectural and engineering requirements of the project. The Government will evaluate the design-build team's technical solution to determine the likelihood that the work will be performed in accordance with the technical requirements of the RFP.

### Subfactor 4b. Betterments

Offerors shall identify betterments that have been provided within their proposal while still remaining within the stated budget. Each betterment will be evaluated to ensure it does not conflict with the requirements of the solicitation or site limitations, is within the scope of the project (DD 1391) and that it increases value of the final product. Acceptance of all, some or none offeror's proposed betterments is at the sole discretion of the government.

A betterment is defined as an applicable and acceptable improvement or enhancement that provides additional quality and/or value to the basic RFP requirement.

**(1) Proposal Submission Requirements:**

- a. *Submit a list of Offeror-Proposed Betterments. Do not exceed three pages.* Describe and quantify the offeror-proposed betterments to be provided. Also provide a price for each one in Attachment D Betterment Form.

## (2) Basis of Evaluation

- Please be advised that betterments that revise or alter RFP requirements may not be considered and may be construed as non-conformity.
- Betterments will remain within the stated budget.
- Does not conflict with the requirements of the solicitation or site limitations, is within the scope of the project (DD 1391), and that it increases value of the final product.

[illegible]

#### **IV. ATTACHMENTS**

Attachment A – Corporate Experience Form

Attachment B – Past Performance Questionnaire

Attachment C – SF LLL

Attachment D – Betterment Form



## Attachment A – Corporate Experience Form

Offeror: \_\_\_\_\_

Project Title: \_\_\_\_\_

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Contract Number: \_\_\_\_\_

Location: \_\_\_\_\_

Award Date: \_\_\_\_\_

Original Completion Date: \_\_\_\_\_ Final Completion Date: \_\_\_\_\_

Original Value: \_\_\_\_\_ Final Value: \_\_\_\_\_

Type of Contract: \_\_\_\_\_ Fixed Price \_\_\_\_\_ Cost Reimbursable \_\_\_\_\_

Project Description: \_\_\_\_\_

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Customer Contact: \_\_\_\_\_

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Name \_\_\_\_\_

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Organization

Address

Telephone Number

Fax Number

PAST PERFORMANCE QUESTIONNAIRE

Attachment B – Past Performance

**Cover letter for Past Performance Questionnaire**

FROM: Naval Facilities Engineering Command Mid-Atlantic  
Attn: (b) (6)  
6506 Hampton Blvd.  
Norfolk, VA 23508

SUBJ: REQUEST FOR PAST PERFORMANCE INFORMATION FOR SOLICITATION  
N40085-10-R-5314, BACHELOR ENLISTED QUARTERS, MCAS CHERRY POINT, NC, P-136

Our office is in the process of selecting a contractor for the subject construction project. One of the award criteria includes the evaluation of the Offeror's past performance on prior or current contracts. We need your assistance by rating the Offeror's past performance on the attached Past Performance Questionnaire form. Neither the name of your company nor the name of the person(s) completing the questionnaire will be revealed to the Offeror.

If you have any questions regarding the questionnaire please do not hesitate to contact (b) (6) or via Email at (b) (6) @navy.mil.

Instructions for completing the questionnaire:

1. Please have the questionnaire completed by the person(s) most familiar with the Offeror's performance on subject contract. Your candid response to the questions is important to our evaluation effort and may affect the award outcome. Please note the "neutral" rating for questions not applicable to work performed on your contracting action.
2. The Offeror will provide the exact date questionnaires are due in their cover letter to you. Please submit the Past Performance Questionnaire before the due date directly to (b) (6) via Email (b) (6) @navy.mil.
3. Please do not send the Past Performance Questionnaire to the Offeror. This questionnaire relates to an ongoing source selection and it will be considered Source Selection Sensitive Information in accordance with Federal Acquisition Regulation Part 3.104. No information will be released outside of the Source Selection Evaluation Organization.

In advance, we know your time is valuable and appreciate your support by completing the questionnaire.

//S//

(b) (6)

Contract Specialist

**ATTACHMENT B****PAST PERFORMANCE QUESTIONNAIRE COVER SHEET**

***(NOTE TO OFFEROR: For each past performance questionnaire to be completed by a client and submitted to the Government as a reference, provide a copy of this cover sheet with your proposal identifying the client's point-of-contact information. Ensure correct phone numbers and email addresses are provided for the client point of contact.)***

1. OFFEROR: \_\_\_\_\_
2. FIRM BEING EVALUATED: \_\_\_\_\_
3. CONTRACT NUMBER: \_\_\_\_\_
4. PROJECT DESCRIPTION: \_\_\_\_\_
5. CONTRACT/TASK ORDER AMOUNT:  
\_\_\_\_\_
6. PERFORMANCE PERIOD: \_\_\_\_\_
7. REFERENCE ORGANIZATION NAME: \_\_\_\_\_
8. EVALUATOR'S CONTACT INFO:
  - a. NAME & TITLE: \_\_\_\_\_
  - b. PHONE NUMBER: \_\_\_\_\_
  - c. FAX NUMBER: \_\_\_\_\_

d. EMAIL ADDRESS: \_\_\_\_\_

**PAST PERFORMANCE QUESTIONNAIRE*****ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT  
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE***

**E (EXCELLENT)** – Performance meets contractual requirements and exceeds the Government's expectations. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. (HIGH CONFIDENCE)

**G (GOOD)** – Performance meets contractual requirements and exceeds some requirements to the Government's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. (SIGNIFICANT CONFIDENCE)

**S (SATISFACTORY)** – Performance meets contractual requirements. The contractual performance of the element contains some minor problems for which corrective action taken by the contractor appear or were satisfactory. (CONFIDENCE)

**M (MARGINAL)** –Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. (LITTLE CONFIDENCE)

**P (POOR)** – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. (NO CONFIDENCE)

**N (NEUTRAL)** – No relevant past performance record is identifiable upon which to base a meaningful performance risk prediction. A search was unable to identify any relevant past performance information for the contractor or their key personnel. (This is neither a negative nor positive assessment.)

**PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS  
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

1. Was this a competitive Contract?	YES			NO		
2. Role of contractor.	Prime			Sub		
3. Ability to meet quality standards specified for technical performance.	E	G	S	M	P	N
4. Compliance with contractual terms and conditions.	E	G	S	M	P	N
5. Quality/integrity of technical data/report preparation efforts.	E	G	S	M	P	N
6. Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements.	E	G	S	M	P	N
7. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program).	E	G	S	M	P	N
8. Effectiveness of on-site management, including management of subcontractors?	E	G	S	M	P	N
9. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports).	E	G	S	M	P	N
10. Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E	G	S	M	P	N
11. Ability to successfully respond to emergency and/or surge situations.	E	G	S	M	P	N
12. Effectiveness of on-site management and control multidiscipline construction categories, including subcontractors.	E	G	S	M	P	N
13. Effectiveness of material management.	E	G	S	M	P	N
14. Effectiveness of acquisition management.	E	G	S	M	P	N
15. Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	E	G	S	M	P	N
16. Contractor safety record.	E	G	S	M	P	N
17. Responsiveness regarding safety issues.	E	G	S	M	P	N
18. If this is/was a Government cost type contract, the Contractor's timeliness in submitting monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	E	G	S	M	P	N

19. If this is/was a Government cost type contract, the Contractor's accuracy regarding monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	E	G	S	M	P	N
20. Ability to hire/apply a qualified workforce to this effort.	E	G	S	M	P	N
21. Ability to retain a qualified workforce on this effort	E	G	S	M	P	N
22. If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.	E	G	S	M	P	N
23. Have there been any indications that the contractor has had any financial problem?	E	G	S	M	P	N
24. In summary, provide an overall rating for the work performed by this contractor.	E	G	S	M	P	N

COMMENTS: Objective Comments/ concerns relating to this Offeror.

[illegible]

SF LLL

**ATTACHMENT C**Approved by OMB  
0348-0046**Disclosure of Lobbying Activities**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	<b>2. Status of Federal Action:</b> _____ a. bid/offer/application _____ b. initial award _____ c. post-award	<b>3. Report Type:</b> _____ a. initial filing _____ b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime      _____ Subawardee Tier _____, if Known:   <b>Congressional District, if known:</b>		<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:   <b>Congressional District, if known:</b>
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		<b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____



<b>Federal Use Only</b>	<b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b>
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### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time

for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Betterments	Quantity	Total Price

BETTERMENT FORM

**ATTACHMENT D – BETTERMENT FORM**